



CITY COUNCIL
WORKSHOP & REGULAR MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, July 18, 2023 at 6:00 PM

AGENDA

CALL TO ORDER AND ROLL CALL

City Council Members

Mayor Bill Foulds, Jr.
Mayor Pro Tem Taline Manassian
Council Member Place 2 Wade King
Council Member Place 3 Geoffrey Tahuahua
Council Member Place 4 Travis Crow
Council Member Place 5 Sherrie Parks

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
Interim Deputy City Administrator Shawn Cox
People & Communications Director Lisa Sullivan
City Secretary Andrea Cunningham
IT Director Jason Weinstock
Parks & Community Services Director Andy Binz
Public Works Director Aaron Reed
Special Counsel Marianne Landers Banks

PLEDGE OF ALLEGIANCE

WORKSHOP

Workshop items are for discussion only and no action will be taken.

- 1. Presentation and discussion regarding the proposed Municipal Budget for Fiscal Year 2024.**

CITY COUNCIL

PRESENTATIONS

- 2. Texas Hotel & Lodging Association Legislative Update**
Scott Joslove, President & CEO, Texas Hotel & Lodging Association
- 3. Brinson Benefits 2023-2024 Healthcare Plan Presentation**

PRESENTATION OF CITIZENS

A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

CONSENT AGENDA

The following items are anticipated to require little or no individualized discussion due to their nature being clerical, ministerial, mundane or routine. In an effort to enhance the efficiency of City Council meetings, it is intended that these items will be acted upon by the City Council with a single motion because no public hearing or determination is necessary. However, a City Council Member or citizen may request separate deliberation for a specific item, in which event those items will be removed from the consent agenda prior to the City Council voting on the consent agenda as a collective, singular item. Prior to voting on the consent agenda, the City Council may add additional items that are listed elsewhere on the same agenda.

- 4. Approval of the July 5, 2023, City Council workshop and regular meeting minutes.**
- 5. Approval of the June 2023 City Treasurer's Report.**
- 6. Approval of a Resolution Appointing City Administrator Michelle Fischer to Place 4 of the Driftwood Economic Development Municipal Management Board of Directors.**

BUSINESS AGENDA

- 7. Discuss and consider approval of an Eclipse Display at Veterans Memorial Park. Sponsor: Council Member Sherrie Parks**
- 8. Discuss and consider approval of an Ordinance by the City of Dripping Springs Requesting a Speed Limit Change on RM 12 from South of Goodnight Trail to North of Event Center Drive to a prima facie maximum speed limit of fifty (50) miles per hour in both directions. Sponsor: Council Member Travis Crow**
- 9. Discuss and Consider Approval of a Lease Agreement with AUC Group, LLC. for a Wastewater Plant Expansion at Arrowhead Ranch. Sponsor: Mayor Bill Foulds, Jr.**
- 10. Discuss and consider possible action regarding construction of the east interceptor related to the Line Extension Agreement with Gateway Village Subdivision. Sponsor: Mayor Bill Foulds, Jr.**

REPORTS

Reports of Staff, Boards, Commissions, Committees, Boards and Agencies are on file and available for review upon request. The City Council may provide staff direction; however, no action may be taken.

11. Planning Department Report

EXECUTIVE SESSION AGENDA

The City Council for the City of Dripping Springs has the right to adjourn into executive session at any time during the course of this meeting to discuss any matter as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development). The City Council for the City of Dripping Springs may act on any item listed in Executive Session in Open Session or move any item from Executive Session to Open Session for action.

- 12. Consultation with Attorney regarding settlement of litigation related to code enforcement and open government.** *Consultation with Attorney, 551.071*
- 13. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service, and related items.** *Consultation with Attorney, 551.071*
- 14. Consultation with Attorney and Deliberation of Real Property regarding legal and real estate issues related to potential facility sites and street extensions and expansions.** *Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072*
- 15. Deliberation regarding the appointment, employment, evaluation, reassignment, compensation, and duties of Penny Appleman, Roman Baligad, Andrew Binz, Kevin Campbell, Tory Carpenter, Shawn Cox, Andrea Cunningham, Brandon Elliott, Melanie Engels, Fletcher Engstrom, Mark Escobedo, Manny Espinosa, Jose Esquivel, Ginger Faught, Michelle Fischer, Sesario Garza, Cathy Gieselman, Katherine Griego, Kyle Hagen, Wacey Hanger, Stephanie Hartnett, Johnathon Hill, Caylie Houchin, Robert Hutson, Alison Jamieson, Sheri Kapanka, Amy Kappler, Johnna Krantz, Charles Gray Lahrman, Samantha Larghe, Heron Longoria, Ryane Maceyra, Laura Mueller, Emily Nelson, Anthony Pennell, Shane Pevehouse, Cameron Queen, Aaron Reed, Charles Reed, Craig Rice, Warlan Rivera, Jessica Selina Segovia, Mackenzie Rusick, Teresa Sanders, Lily Sellers, Nick Spillar, William Stevens, Riley Sublett, Lisa Sullivan, Andrew Thompson, and Jason Weinstock.** *Deliberation of Personnel Matters, 551.074*

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

August 1, 2023, at 6:00 p.m. (CC & BOA)

August 15, 2023, at 6:00 p.m. (CC)

September 5, 2023, at 6:00 p.m. (CC & BOA)

September 19, 2023, at 6:00 p.m. (CC)

Board, Commission & Committee Meetings

July 20, 2023, Emergency Management Commission at 12:00 p.m.

July 24, 2023, Transportation Committee at 3:30 p.m.

July 25, 2023, Planning & Zoning Commission at 6:00 p.m.

August 2, 2023, DSRP Board at 11:00 a.m.

August 3, 2023, Historic Preservation Commission at 4:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

All agenda items listed above are eligible for discussion and action unless otherwise specifically noted. This notice of meeting is posted in accordance with Chapter 551, Government Code, Vernon's Texas Codes. Annotated. In addition, the City Council may consider a vote to excuse the absence of any City Council Member for absence from this meeting.

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on **July 14, 2023, at 2:15 p.m.***

City Secretary

This facility is wheelchair accessible. Accessible parking spaces are available. Request for auxiliary aids and services must be made 48 hours prior to this meeting by calling (512) 858-4725.



CITY COUNCIL
WORKSHOP & REGULAR MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Wednesday, July 05, 2023 at 6:00 PM

MINUTES

CALL TO ORDER AND ROLL CALL

With a quorum of the City Council present, Mayor Foulds, Jr. called the meeting to order at 6:00 p.m.

City Council Members present were:

Mayor Bill Foulds, Jr.
 Mayor Pro Tem Taline Manassian
 Council Member Place 2 Wade King
 Council Member Place 3 Geoffrey Tahuahua
 Council Member Place 4 Travis Crow
 Council Member Place 5 Sherrie Parks

Staff, Consultants & Appointed/Elected Officials present were:

City Administrator Michelle Fischer
 Interim Deputy City Administrator / City Treasurer Shawn Cox
 City Attorney Laura Mueller
 People & Communications Director Lisa Sullivan
 City Secretary Andrea Cunningham
 Parks & Recreation Director Andy Binz
 DSRP Manager Emily Nelson
 Community Events Coordinator Johnna Krantz
 DSRP Facility Coordinator Teresa Sanders
 Lead Ranch Hand Nick Spillar
 Aquatics & Athletics Manager Mack Rusick
 Farmers Market Manager Charlie Reed
 Deputy Public Works Director Craig Rice
 Building Official Shane Pevehouse
 Planning Director Tory Carpenter
 City Planner Warlan Rivera

PLEDGE OF ALLEGIANCE

Council Member Crow led the Pledge of Allegiance to the Flag.

PROCLAMATIONS & PRESENTATIONS

1. **Proclamation proclaiming the month of July 2023, as "Parks and Recreation Month" in the City of Dripping Springs, Texas, and Recognition of members of the Hays County Master Naturalists and Gardeners.**

Council Member King read the proclamation and presented it to Andy Binz and Parks Team Members.

Andy Binz recognized the following volunteers for their service and presented each with a "Where Community Grows" 2023 Parks & Recreation Month T-Shirt and Commemorative Parks & Community Services Coin:

- Hays County Master Naturalist Michael Meves, Charro Ranch Park
- Hays Master Naturalist Tina Adkins, Dripping Springs Ranch Park
- Hays County Master Gardeners Connie Wierman, Dripping Springs Ranch Park

WORKSHOP

Workshop items are for discussion only and no action will be taken.

2. **Presentation and discussion regarding the proposed Municipal Budget for Fiscal Year 2024.**

Shawn Cox gave a presentation which is on file.

CITY COUNCIL

PRESENTATION OF CITIZENS

A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

Kathleen Baligad and Joseph Harris spoke, thanking the City for their Co-Sponsorship and the Dripping Springs Ranch Park staff for their dedication and professionalism with the 2023 Dripping Springs Pride Event.

CONSENT AGENDA

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meetings, it is intended that these items will be acted upon by the City Council with a single motion because no public hearing or determination is necessary. However, a City Council Member or citizen may request separate deliberation for a specific item, in which event those items will be removed from the consent agenda prior to the City Council voting on the consent agenda as a collective, singular item. Prior to voting on the consent agenda, the City Council may add additional items that are listed elsewhere on the same agenda.

- 3. Approval of the June 20, 2023, City Council Workshop & Regular Meeting Minutes.**
- 4. Approval of the Appointment of Gouri Johannsen, Teresa Strube, Erika Fritz, and Claudia Oney to the Farmers Market Committee for terms ending June 30, 2025, and the Appointment of Gouri Johannsen as the Committee Chair for a term of one (1) year.**
- 5. Approval of the Reappointment of John Pettit to the Transportation Committee for a term ending June 30, 2025, and the Appointment of Travis Crow as the Committee Chair for a term of one (1) year.**
- 6. Approval of Professional Services Agreement between the City of Dripping Springs and Environmental Concepts for Environmental Health / OSSF Inspection & City Inspection Services.**

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda Items 3 – 6, with Item 3 as amended. Council Member Parks seconded the motion which carried unanimously 5 to 0.

BUSINESS AGENDA

- 7. Applicant introductory presentation and possible Councilmember appointment to the Development Agreement Working Group for the Madelynn Estates Planned Development District request located on FM 150 south of Wood Loop.**

Land Planner David Brehm with Plan West and Project Manager John McKenzie with Allied Development gave a presentation which is on file.

Mayor Foulds, Jr. appointed Council Member Sherrie Parks and Travis Crow to the Madelynn Estates Development Agreement Working Group.

- 8. Applicant introductory presentation and possible Councilmember appointment to the Development Agreement Working Group (DAWG) for the Southern Land Planned Development District request located on Ranch Road 12 south of FM 150.**

Southern Land Company President & Chief Operating Officer Brian Sewell and Design Senior Vice President Ben Crenshaw gave a presentation which is on file.

Mayor Foulds, Jr. appointed Mayor Pro Tem Taline Manassian and Council Member Geoffrey Tahuahua to the Penn Tract Development Agreement Working Group.

9. Discuss and consider the Reappointment of Paul Fushille, Kristy Caldwell and Dustin Cloutier, and the Appointment of Christian Krueger to the Parks & Recreation Commission for terms ending June 30, 2025.

A motion was made by Council Member Park to approve the Reappointment of Paul Fushille, Kristy Caldwell and Dustin Cloutier, and the Appointment of Christian Krueger to the Parks & Recreation Commission for terms ending June 30, 2025. Council Member King seconded the motion which carried unanimously 5 to 0.

REPORTS

Reports of Staff, Boards, Commissions, Committees, Boards and Agencies. All reports are on file and available for review upon request. The City Council may provide staff direction; however, no action may be taken.

Report is on file and available for review upon request.

10. Planning Department Report

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Section 551.071, Consultation with Attorney and regarding Executive Session Agenda Items 11 and 12. Council Member Crow seconded the motion which carried unanimously 5 to 0.

EXECUTIVE SESSION AGENDA

The City Council for the City of Dripping Springs has the right to adjourn into executive session at any time during the course of this meeting to discuss any matter as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development). The City Council for the City of Dripping Springs may act on any item listed in Executive Session in Open Session or move any item from Executive Session to Open Session for action.

11. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service, and related items. Consultation with Attorney, 551.071

12. Consultation with Attorney regarding to legal issues related to the Co-Sponsorship Policy and City Logo Use. Consultation with Attorney, 551.071

The City Council met in Executive Session from 7:14 p.m. – 7:21 p.m.

No vote or action was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 7:21 p.m.

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

July 18, 2023, at 6:00 p.m. (CC)

August 1, 2023, at 6:00 p.m. (CC & BOA)

August 15, 2023, at 6:00 p.m. (CC)
September 5, 2023, at 6:00 p.m.

Board, Commission & Committee Meetings

- July 6, 2023, Historic Preservation Commission at 4:00 p.m.
- July 10, 2023, TIRZ Board at 4:00 p.m.
- July 10, 2023, Founders Day Commission at 6:00 p.m.
- July 11, 2023, Planning & Zoning Commission at 6:00 p.m.
- July 12, 2023, DSRP Board at 11:00 a.m.
- July 12, 2023, Utility Commission at 4:00 p.m.
- July 17, 2023, Parks & Recreation Commission at 6:00 p.m.

ADJOURN

A motion was made by Mayor Pro Tem Manassian to adjourn the meeting. Council Member King seconded the motion which carried unanimously 5 to 0.

This regular meeting adjourned at 7:22 p.m.

APPROVED ON: July 18, 2023

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



DRIPPING SPRINGS
Texas

To: Mayor Bill Foulds, Jr. and City Council, City of Dripping Springs

From: Shawn Cox, Interim Deputy City Administrator 

Date: July 18, 2023

RE: June 2023 City Treasurer's Report

General Fund:

The General Fund received **\$927,196.31** in revenues for June. Year to date, 97.22% of FY 2023 revenues have been collected.

General Fund revenues are in line with the adopted/projected year-end budget. Some line items of note include:

- 100-000-40001: Sales Tax – \$368,621.45 was received in Sales Tax, of which \$283,699.74 is considered City Revenues and not allocated to either the Wastewater Fund or through agreements. This represents a decrease of 0.71% over June 2022 collections. Through June, the City has collected 87.53% of the \$3,800,000.00 budgeted for FY 2023. Current projections show a collection of \$4,300,000.00 for the fiscal year.
- 100-000-42000: Alcohol Permit Fees – Through June, the City collected \$7,465.00. This exceeds what was budgeted by \$612.50.
- 100-200-43000: Site Development Fees – An additional \$35,580.98 was collected in June, bringing the year-to-date total to \$767,231.69. This is \$367,231.69 more than budgeted.
- 100-201-43031: Building Code Fees – A total of \$155,442.15 was collected in June. Total collections for the year are \$1,380,983.89 (92.07%).
- 100-402-44003: Aquatic Fees – Through June, \$26,857.00 has been collected. This is 91.35% of the \$29,400.00 budgeted for the year.
- 100-402-44004: Park Rental Income – Through June, \$20,617.00 has been collected. This is \$3,667.00 more than budgeted for the year.

General Fund expenditures are in line with the adopted/projected year-end budget.

Utility Fund:

For June, **\$271,866.43** was collected in revenues from the Wastewater, Water & Operations divisions.

Utility Fund revenues are in line with the adopted/projected year-end budget. Some line items of note include:

- 400-300-43018: Wastewater Service Fees – For June, \$141,429.97 was collected.
- 400-300-47009: Sales Tax – \$73,724.29 was collected in Sales Tax. Total collections through June are \$665,261.04 (87.53%).

Utility Fund expenditures are in line with the adopted/projected year-end budget.



DRIPPING SPRINGS
Texas

Dripping Springs Ranch Park (DSRP):

DSRP received **\$33,519.52** in revenues for June.

DSRP revenues are in line with the adopted/projected year-end budget. Some line items of note include:

- 200-401-43013: Equipment Rental Fees – Through June, \$11,315.00 was collected. This is \$5,315.00 more than was budgeted.

DSRP expenditures are in line with the adopted/projected year-end budget.

Banking:

On June 30th, the City’s cash balance was **\$28.19 Million**. This is a 7.1% decrease from the previous month’s cash balances. The primary driver for this reduction is the annual payment of the City’s Series 2015, 2019 & 2022 principal and interest payments which were made on June 1st. A total of **\$28,768.02** was collected in interest revenues for the month of June.





DRIPPING SPRINGS
Texas

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund							
Revenue							
Department: 000 - Undesignated							
100-000-40000	Ad Valorem Tax	2,559,204.88	2,559,204.88	13,419.61	2,554,602.07	-4,602.81	0.18 %
100-000-40001	Sales Tax Revenue	3,800,000.00	3,800,000.00	368,621.45	3,326,305.22	-473,694.78	12.47 %
100-000-40002	Mixed Beverage	75,000.00	75,000.00	10,165.74	74,592.08	-407.92	0.54 %
100-000-40006	Ad Valorem Tax Penalty/Interest	4,000.00	4,000.00	868.27	7,314.55	3,314.55	182.86 %
100-000-41000	Solid Waste Franchise Fee	45,000.00	45,000.00	0.00	44,396.33	-603.67	1.34 %
100-000-42000	Alcohol Permit Fees	6,852.50	6,852.50	1,167.50	7,465.00	612.50	108.94 %
100-000-46001	Other Revenues	40,000.00	40,000.00	280,911.00	1,298,190.11	1,258,190.11	3,245.48 %
100-000-46002	Interest	50,000.00	50,000.00	13,052.05	90,142.65	40,142.65	180.29 %
100-000-46010	CARES Act	0.00	0.00	0.00	-119.17	-119.17	0.00 %
100-000-47001	Transfer from DSRP	10,400.00	10,400.00	0.00	0.00	-10,400.00	100.00 %
100-000-47005	Transfer from HOT Fund	2,404.33	2,404.33	0.00	0.00	-2,404.33	100.00 %
100-000-47010	Transfer from Wastewater Fund	4,066.66	4,066.66	0.00	0.00	-4,066.66	100.00 %
100-000-47013	Transfer From TIRZ	0.00	0.00	0.00	194,000.00	194,000.00	0.00 %
100-000-70016	Opioid Abatement	0.00	0.00	0.00	254.75	254.75	0.00 %
Department: 000 - Undesignated Total:		6,596,928.37	6,596,928.37	688,205.62	7,597,143.59	1,000,215.22	15.16%
Department: 103 - Courts							
100-103-43028	Muni Court Fines/Special Fees	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
Department: 103 - Courts Total:		1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00%
Department: 105 - Communications							
100-105-46006	Merchandise	0.00	0.00	145.00	365.00	365.00	0.00 %
Department: 105 - Communications Total:		0.00	0.00	145.00	365.00	365.00	0.00%
Department: 200 - Planning & Development							
100-200-42001	Health Permits/Inspections	75,000.00	75,000.00	5,765.00	70,300.00	-4,700.00	6.27 %
100-200-43000	Site Development Fees	400,000.00	400,000.00	38,580.98	767,231.69	367,231.69	191.81 %
100-200-43002	Zoning Fees	65,000.00	65,000.00	2,265.00	33,440.00	-31,560.00	48.55 %
100-200-43030	Subdivision Fees	890,750.00	890,750.00	18,050.00	305,950.94	-584,799.06	65.65 %
Department: 200 - Planning & Development Total:		1,430,750.00	1,430,750.00	64,660.98	1,176,922.63	-253,827.37	17.74%
Department: 201 - Building							
100-201-42007	Sign Permits	0.00	0.00	2,905.00	19,565.00	19,565.00	0.00 %
100-201-43029	Fire Inspections	50,000.00	50,000.00	2,506.36	92,407.02	42,407.02	184.81 %
100-201-43031	Building Code Fees	1,500,000.00	1,500,000.00	155,442.15	1,380,983.89	-119,016.11	7.93 %
Department: 201 - Building Total:		1,550,000.00	1,550,000.00	160,853.51	1,492,955.91	-57,044.09	3.68%
Department: 400 - Parks & Recreation							
100-400-44000	Sponsorships & Donations	5,000.00	5,000.00	0.00	5,440.00	440.00	108.80 %
100-400-44001	Community Service Fees	1,800.00	1,800.00	0.00	615.00	-1,185.00	65.83 %
100-400-44002	Program & Event Fees	8,000.00	8,000.00	-1,100.80	16,593.45	8,593.45	207.42 %
100-400-44004	Park Rental Income	5,950.00	5,950.00	300.00	3,233.50	-2,716.50	45.66 %
100-400-47002	Transfer from Parkland Dedication	107,000.00	107,000.00	0.00	0.00	-107,000.00	100.00 %
100-400-47003	Transfer from Landscaping Fund	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
100-400-47005	Transfer from HOT Fund	167,000.00	167,000.00	0.00	0.00	-167,000.00	100.00 %
100-400-47007	Transfer from General Fund	160,570.49	160,570.49	0.00	0.00	-160,570.49	100.00 %
Department: 400 - Parks & Recreation Total:		456,320.49	456,320.49	-800.80	25,881.95	-430,438.54	94.33%
Department: 402 - Aquatics							
100-402-44003	Aquatic Fees	29,400.00	29,400.00	14,511.00	26,857.00	-2,543.00	8.65 %
100-402-44004	Park Rental Income	16,950.00	16,950.00	1,196.00	20,617.00	3,667.00	121.63 %
Department: 402 - Aquatics Total:		46,350.00	46,350.00	15,707.00	47,474.00	1,124.00	2.43%

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 404 - Founders Day						
100-404-45000	FD Craft/Business Booths	6,250.00	6,250.00	-9,075.00	9,745.00	3,495.00 155.92 %
100-404-45001	FD Food Booths	1,100.00	1,100.00	0.00	1,359.38	259.38 123.58 %
100-404-45002	FD BBQ Cooker Registration Fees	4,600.00	4,600.00	0.00	6,270.00	1,670.00 136.30 %
100-404-45003	FD Carnival	10,000.00	10,000.00	0.00	16,379.86	6,379.86 163.80 %
100-404-45004	FD Parade Registration Fees	3,750.00	3,750.00	0.00	4,285.00	535.00 114.27 %
100-404-45005	FD Sponsorships	82,500.00	82,500.00	7,500.00	96,500.00	14,000.00 116.97 %
100-404-45006	FD Parking Fees	1,700.00	1,700.00	0.00	1,078.98	-621.02 36.53 %
100-404-45007	FD Electric Fees	3,000.00	3,000.00	0.00	860.00	-2,140.00 71.33 %
Department: 404 - Founders Day Total:		112,900.00	112,900.00	-1,575.00	136,478.22	23,578.22 20.88%
Revenue Total:		10,194,248.86	10,194,248.86	927,196.31	10,477,221.30	282,972.44 2.78%
Expense						
Department: 000 - Undesignated						
100-000-60000	Salaries	2,624,223.34	2,624,223.34	0.00	0.00	2,624,223.34 100.00 %
100-000-61000	Health Insurance	278,376.89	278,376.89	0.00	281,624.68	-3,247.79 -1.17 %
100-000-61005	Federal Withholding	209,825.09	209,825.09	0.00	0.00	209,825.09 100.00 %
100-000-61006	TMRS	156,944.31	156,944.31	0.00	0.00	156,944.31 100.00 %
100-000-62009	Human Resources Consultant	15,000.00	15,000.00	3,666.66	8,572.91	6,427.09 42.85 %
100-000-63004	Dues, Fees & Subscriptions	41,337.95	41,337.95	2,836.33	30,845.40	10,492.55 25.38 %
100-000-63005	Training/Continuing Education	92,892.04	92,892.04	13,571.40	58,304.83	34,587.21 37.23 %
100-000-64000	Office Supplies	30,000.00	30,000.00	2,658.92	23,639.43	6,360.57 21.20 %
100-000-64004	Office Furniture and Equipment	6,000.00	6,000.00	0.00	4,976.75	1,023.25 17.05 %
100-000-66002	Postage & Shipping	3,200.00	3,200.00	195.81	2,772.92	427.08 13.35 %
100-000-68004	Animal Control	3,400.00	3,400.00	0.00	3,400.00	0.00 0.00 %
100-000-69002	Economic Development	5,000.00	5,000.00	5,000.00	5,000.00	0.00 0.00 %
100-000-70001	Mileage	2,000.00	2,000.00	0.00	0.00	2,000.00 100.00 %
100-000-70002	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	0.00	50,000.00 100.00 %
100-000-70003	Other Expenses	10,000.00	10,000.00	0.00	3,224.54	6,775.46 67.75 %
100-000-90000	Transfer to Reserve Fund	500,000.00	500,000.00	0.00	0.00	500,000.00 100.00 %
100-000-90002	Transfer to TIRZ	355,961.65	355,961.65	0.00	0.00	355,961.65 100.00 %
100-000-90005	Transfer to DSRP	275,884.04	275,884.04	0.00	0.00	275,884.04 100.00 %
100-000-90011	Transfer to Capital Improvements	300,000.00	300,000.00	0.00	0.00	300,000.00 100.00 %
100-000-90013	Transfer to Vehicle Replacement Fu	70,326.00	70,326.00	0.00	0.00	70,326.00 100.00 %
100-000-90015	Transfer to Farmers Marke	15,249.56	15,249.56	0.00	0.00	15,249.56 100.00 %
Department: 000 - Undesignated Total:		5,045,620.87	5,045,620.87	27,929.12	422,361.46	4,623,259.41 91.63%
Department: 100 - City Council/Boards & Commissions						
100-100-64003	Uniforms	1,500.00	1,500.00	0.00	0.00	1,500.00 100.00 %
100-100-69000	Family Violence Center	7,000.00	7,000.00	0.00	0.00	7,000.00 100.00 %
100-100-69008	Land Acquisition	10,000.00	10,000.00	3,200.00	5,000.00	5,000.00 50.00 %
Department: 100 - City Council/Boards & Commissions Total:		18,500.00	18,500.00	3,200.00	5,000.00	13,500.00 72.97%
Department: 101 - City Administrators Office						
100-101-60000	Regular Employees	0.00	0.00	54,997.69	362,133.53	-362,133.53 0.00 %
100-101-60002	Overtime	0.00	0.00	61.86	300.45	-300.45 0.00 %
100-101-61000	Health Insurance	0.00	0.00	2,699.76	16,242.74	-16,242.74 0.00 %
100-101-61001	Dental Insurance	0.00	0.00	208.44	1,285.38	-1,285.38 0.00 %
100-101-61002	Medicare	0.00	0.00	743.33	4,887.47	-4,887.47 0.00 %
100-101-61003	Social Security	0.00	0.00	3,178.32	18,174.92	-18,174.92 0.00 %
100-101-61004	Unemployment	0.00	0.00	0.00	576.00	-576.00 0.00 %
100-101-61006	TMRS	0.00	0.00	3,336.61	21,760.66	-21,760.66 0.00 %
Department: 101 - City Administrators Office Total:		0.00	0.00	65,226.01	425,361.15	-425,361.15 0.00%
Department: 102 - City Secretary						
100-102-60000	Regular Employees	0.00	0.00	14,885.91	85,436.42	-85,436.42 0.00 %
100-102-60001	Part-time Employees	0.00	0.00	0.00	8,672.05	-8,672.05 0.00 %
100-102-60002	Overtime	0.00	0.00	36.03	629.41	-629.41 0.00 %
100-102-61000	Health Insurance	0.00	0.00	1,778.43	8,632.62	-8,632.62 0.00 %
100-102-61001	Dental Insurance	0.00	0.00	104.22	503.73	-503.73 0.00 %
100-102-61002	Medicare	0.00	0.00	201.47	1,322.69	-1,322.69 0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-102-61003	Social Security	0.00	0.00	861.44	5,655.56	-5,655.56	0.00 %
100-102-61004	Unemployment	0.00	0.00	0.00	357.52	-357.52	0.00 %
100-102-61006	TMRS	0.00	0.00	904.26	5,177.96	-5,177.96	0.00 %
100-102-62000	Municipal Election	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
100-102-62018	Code Publication	8,000.00	8,000.00	0.00	645.12	7,354.88	91.94 %
100-102-64003	Uniforms	0.00	0.00	0.00	45.00	-45.00	0.00 %
100-102-66003	Public Notices	6,000.00	6,000.00	1,392.32	4,491.58	1,508.42	25.14 %
100-102-69003	Records Management	1,220.00	1,220.00	120.00	600.00	620.00	50.82 %
100-102-70001	Mileage	0.00	0.00	334.05	366.55	-366.55	0.00 %
Department: 102 - City Secretary Total:		23,220.00	23,220.00	20,618.13	122,536.21	-99,316.21	-427.72%
Department: 103 - Courts							
100-103-60001	Part-time Employees	0.00	0.00	65.63	3,671.27	-3,671.27	0.00 %
100-103-61002	Medicare	0.00	0.00	0.95	53.25	-53.25	0.00 %
100-103-61003	Social Security	0.00	0.00	4.07	227.61	-227.61	0.00 %
100-103-61004	Unemployment	0.00	0.00	1.05	58.76	-58.76	0.00 %
100-103-62003	Muni Court Attorney/ Judge	15,500.00	15,500.00	1,075.00	5,685.00	9,815.00	63.32 %
Department: 103 - Courts Total:		15,500.00	15,500.00	1,146.70	9,695.89	5,804.11	37.45%
Department: 104 - City Attorney							
100-104-60000	Regular Employees	0.00	0.00	18,403.84	122,626.89	-122,626.89	0.00 %
100-104-60001	Part-time Employees	0.00	0.00	2,229.40	2,894.40	-2,894.40	0.00 %
100-104-61000	Health Insurance	0.00	0.00	900.72	6,004.80	-6,004.80	0.00 %
100-104-61001	Dental Insurance	0.00	0.00	52.11	347.40	-347.40	0.00 %
100-104-61002	Medicare	0.00	0.00	286.69	1,736.82	-1,736.82	0.00 %
100-104-61003	Social Security	0.00	0.00	1,225.84	7,426.20	-7,426.20	0.00 %
100-104-61004	Unemployment	0.00	0.00	35.67	190.31	-190.31	0.00 %
100-104-61006	TMRS	0.00	0.00	1,115.28	7,362.61	-7,362.61	0.00 %
100-104-62003	Special Counsel and Consultants	55,800.00	55,800.00	6,636.48	28,612.55	27,187.45	48.72 %
100-104-69004	Government Affairs	60,000.00	60,000.00	0.00	30,000.00	30,000.00	50.00 %
Department: 104 - City Attorney Total:		115,800.00	115,800.00	30,886.03	207,201.98	-91,401.98	-78.93%
Department: 105 - Communications							
100-105-60000	Regular Employees	0.00	0.00	18,109.65	103,841.35	-103,841.35	0.00 %
100-105-61000	Health Insurance	0.00	0.00	1,811.34	8,842.20	-8,842.20	0.00 %
100-105-61001	Dental Insurance	0.00	0.00	104.22	503.73	-503.73	0.00 %
100-105-61002	Medicare	0.00	0.00	261.48	1,498.37	-1,498.37	0.00 %
100-105-61003	Social Security	0.00	0.00	1,118.07	6,406.63	-6,406.63	0.00 %
100-105-61004	Unemployment	0.00	0.00	0.00	288.03	-288.03	0.00 %
100-105-61006	TMRS	0.00	0.00	1,097.46	6,246.72	-6,246.72	0.00 %
100-105-66000	Website	6,625.00	6,625.00	0.00	6,676.25	-51.25	-0.77 %
100-105-66005	Public Relations	5,200.00	5,200.00	0.00	508.89	4,691.11	90.21 %
Department: 105 - Communications Total:		11,825.00	11,825.00	22,502.22	134,812.17	-122,987.17	-1,040.06%
Department: 106 - IT							
100-106-60000	Regular Employees	0.00	0.00	8,230.53	54,949.56	-54,949.56	0.00 %
100-106-61000	Health Insurance	0.00	0.00	913.02	5,796.32	-5,796.32	0.00 %
100-106-61001	Dental Insurance	0.00	0.00	52.11	330.03	-330.03	0.00 %
100-106-61002	Medicare	0.00	0.00	119.13	795.42	-795.42	0.00 %
100-106-61003	Social Security	0.00	0.00	509.40	3,401.22	-3,401.22	0.00 %
100-106-61004	Unemployment	0.00	0.00	0.00	144.01	-144.01	0.00 %
100-106-61006	TMRS	0.00	0.00	498.78	3,299.40	-3,299.40	0.00 %
100-106-64001	Office IT Equipment & Support	105,890.00	113,690.00	8,642.94	88,275.25	25,414.75	22.35 %
100-106-64002	Software	218,759.00	265,318.00	18,608.44	194,977.94	70,340.06	26.51 %
100-106-65000	Network/Phone	36,830.84	36,830.84	2,897.27	29,736.53	7,094.31	19.26 %
Department: 106 - IT Total:		361,479.84	415,838.84	40,471.62	381,705.68	34,133.16	8.21%
Department: 107 - Finance							
100-107-60000	Regular Employees	0.00	0.00	26,565.39	162,873.64	-162,873.64	0.00 %
100-107-60002	Overtime	0.00	0.00	52.86	482.92	-482.92	0.00 %
100-107-61000	Health Insurance	0.00	0.00	2,680.65	17,822.90	-17,822.90	0.00 %
100-107-61001	Dental Insurance	0.00	0.00	156.33	1,042.20	-1,042.20	0.00 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-107-61002	0.00	0.00	361.28	2,149.22	-2,149.22	0.00 %
100-107-61003	0.00	0.00	1,544.80	9,189.60	-9,189.60	0.00 %
100-107-61004	0.00	0.00	0.00	431.99	-431.99	0.00 %
100-107-61006	0.00	0.00	1,613.06	9,809.83	-9,809.83	0.00 %
100-107-62001	35,000.00	35,000.00	0.00	45,150.00	-10,150.00	-29.00 %
100-107-64003	300.00	300.00	0.00	0.00	300.00	100.00 %
100-107-67000	25,000.00	25,000.00	0.00	15,078.50	9,921.50	39.69 %
100-107-67001	41,000.00	41,000.00	0.00	34,451.00	6,549.00	15.97 %
100-107-67002	25,000.00	25,000.00	0.00	42,113.75	-17,113.75	-68.46 %
100-107-70001	0.00	0.00	0.00	157.69	-157.69	0.00 %
100-107-90003	760,000.00	760,000.00	73,724.29	665,261.04	94,738.96	12.47 %
100-107-90004	218,880.00	218,880.00	11,197.42	137,242.68	81,637.32	37.30 %
Department: 107 - Finance Total:	1,105,180.00	1,105,180.00	117,896.08	1,143,256.96	-38,076.96	-3.45%
Department: 200 - Planning & Development						
100-200-60000	0.00	0.00	23,050.98	157,192.62	-157,192.62	0.00 %
100-200-60002	0.00	0.00	117.27	290.22	-290.22	0.00 %
100-200-61000	0.00	0.00	1,828.66	13,884.47	-13,884.47	0.00 %
100-200-61001	0.00	0.00	104.22	799.02	-799.02	0.00 %
100-200-61002	0.00	0.00	324.31	2,205.58	-2,205.58	0.00 %
100-200-61003	0.00	0.00	1,386.67	9,430.70	-9,430.70	0.00 %
100-200-61004	0.00	0.00	20.27	432.00	-432.00	0.00 %
100-200-61006	0.00	0.00	1,404.01	9,442.65	-9,442.65	0.00 %
100-200-62002	70,000.00	70,000.00	1,293.75	1,293.75	68,706.25	98.15 %
100-200-62005	50,000.00	50,000.00	6,516.66	50,669.20	-669.20	-1.34 %
100-200-62006	5,000.00	5,000.00	0.00	2,250.00	2,750.00	55.00 %
100-200-62007	3,500.00	3,500.00	625.00	7,283.89	-3,783.89	-108.11 %
100-200-62010	250,000.00	250,000.00	2,402.80	99,967.75	150,032.25	60.01 %
100-200-64003	0.00	0.00	0.00	510.00	-510.00	0.00 %
100-200-70001	0.00	0.00	0.00	55.35	-55.35	0.00 %
Department: 200 - Planning & Development Total:	378,500.00	378,500.00	39,074.60	355,707.20	22,792.80	6.02%
Department: 201 - Building						
100-201-60000	0.00	0.00	40,158.28	237,842.26	-237,842.26	0.00 %
100-201-60002	0.00	0.00	1,211.82	5,027.98	-5,027.98	0.00 %
100-201-61000	0.00	0.00	5,322.15	30,124.87	-30,124.87	0.00 %
100-201-61001	0.00	0.00	312.66	1,767.40	-1,767.40	0.00 %
100-201-61002	0.00	0.00	593.07	3,482.81	-3,482.81	0.00 %
100-201-61003	0.00	0.00	2,535.92	14,892.44	-14,892.44	0.00 %
100-201-61004	0.00	0.00	0.00	985.82	-985.82	0.00 %
100-201-61006	0.00	0.00	2,507.02	14,553.22	-14,553.22	0.00 %
100-201-62004	750,000.00	750,000.00	46,791.22	839,721.00	-89,721.00	-11.96 %
100-201-62008	1,000.00	1,000.00	0.00	2,062.50	-1,062.50	-106.25 %
100-201-62014	40,000.00	40,000.00	0.00	57,560.35	-17,560.35	-43.90 %
100-201-64003	1,700.00	1,700.00	0.00	1,771.17	-71.17	-4.19 %
100-201-64008	0.00	0.00	45.00	110.81	-110.81	0.00 %
100-201-70001	0.00	0.00	0.00	458.29	-458.29	0.00 %
Department: 201 - Building Total:	792,700.00	792,700.00	99,477.14	1,210,360.92	-417,660.92	-52.69%
Department: 300 - Wastewater						
100-300-60000	0.00	0.00	10,569.23	84,964.40	-84,964.40	0.00 %
100-300-60002	0.00	0.00	0.00	381.23	-381.23	0.00 %
100-300-60003	0.00	0.00	400.00	2,800.00	-2,800.00	0.00 %
100-300-61000	0.00	0.00	897.99	7,269.42	-7,269.42	0.00 %
100-300-61001	0.00	0.00	52.11	421.22	-421.22	0.00 %
100-300-61002	0.00	0.00	146.14	1,186.45	-1,186.45	0.00 %
100-300-61003	0.00	0.00	624.86	5,073.09	-5,073.09	0.00 %
100-300-61004	0.00	0.00	0.00	144.00	-144.00	0.00 %
100-300-61006	0.00	0.00	664.74	5,285.17	-5,285.17	0.00 %
100-300-64003	2,360.00	2,360.00	0.00	1,575.13	784.87	33.26 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-300-71001	Transportation Improvement Proje	1,096,332.00	1,096,332.00	52,479.62	304,112.15	792,219.85	72.26 %
	Department: 300 - Wastewater Total:	1,098,692.00	1,098,692.00	65,834.69	413,212.26	685,479.74	62.39%
	Department: 304 - Maintenance						
100-304-60000	Regular Employees	0.00	0.00	42,894.86	251,413.09	-251,413.09	0.00 %
100-304-60002	Overtime	0.00	0.00	684.15	7,820.30	-7,820.30	0.00 %
100-304-60003	On Call Pay	0.00	0.00	1,200.00	8,000.00	-8,000.00	0.00 %
100-304-61000	Health Insurance	0.00	0.00	6,209.64	34,931.17	-34,931.17	0.00 %
100-304-61001	Dental Insurance	0.00	0.00	364.77	2,048.69	-2,048.69	0.00 %
100-304-61002	Medicare	0.00	0.00	635.95	3,786.73	-3,786.73	0.00 %
100-304-61003	Social Security	0.00	0.00	2,719.26	16,191.73	-16,191.73	0.00 %
100-304-61004	Unemployment	0.00	0.00	82.63	1,085.29	-1,085.29	0.00 %
100-304-61006	TMRS	0.00	0.00	2,713.60	16,057.39	-16,057.39	0.00 %
100-304-62305	Vandalism Repairs	0.00	0.00	0.00	-3,141.85	3,141.85	0.00 %
100-304-63000	Office Maintenance/Repairs	18,510.00	18,510.00	900.00	10,031.02	8,478.98	45.81 %
100-304-63001	Equipment Maintenance	5,500.00	5,500.00	0.00	643.35	4,856.65	88.30 %
100-304-63002	Fleet Maintenance	44,180.00	44,180.00	5,951.53	37,604.18	6,575.82	14.88 %
100-304-63008	Stephenson Building & Lawn Maint	6,000.00	6,000.00	0.00	127.65	5,872.35	97.87 %
100-304-63009	Street/ROW Maintenance	204,050.00	204,050.00	6,500.00	68,879.01	135,170.99	66.24 %
100-304-63018	Triangle/Veterans Park Maintenanc	0.00	0.00	0.00	279.36	-279.36	0.00 %
100-304-63023	General Maintenance	0.00	0.00	0.00	53.65	-53.65	0.00 %
100-304-64003	Uniforms	12,320.00	12,320.00	168.28	2,276.80	10,043.20	81.52 %
100-304-64004	Office Furniture and Equipment	0.00	0.00	349.98	349.98	-349.98	0.00 %
100-304-64006	Fleet Acquisition	50,000.00	50,000.00	-2,165.31	34,117.75	15,882.25	31.76 %
100-304-64009	Maintenance Equipment	97,500.00	97,500.00	0.00	85,930.69	11,569.31	11.87 %
100-304-64010	Maintenance Supplies	5,100.00	5,100.00	3.99	2,744.65	2,355.35	46.18 %
100-304-65001	Street Electricy	20,000.00	20,000.00	2,277.25	10,991.63	9,008.37	45.04 %
100-304-65002	City Streets Water	4,000.00	4,000.00	282.05	2,255.12	1,744.88	43.62 %
100-304-65003	Office Electricy	5,500.00	5,500.00	443.38	2,645.56	2,854.44	51.90 %
100-304-65004	Office Water	650.00	650.00	65.27	359.00	291.00	44.77 %
100-304-65005	Stephenson Bldg Electric	1,500.00	1,500.00	77.24	460.02	1,039.98	69.33 %
100-304-65006	Stephenson Water	500.00	500.00	35.63	282.81	217.19	43.44 %
100-304-65009	Triangle Electric	0.00	0.00	0.00	191.25	-191.25	0.00 %
100-304-69001	Lighting Compliance	2,000.00	2,000.00	1,745.82	1,985.82	14.18	0.71 %
100-304-69006	Stephenson Bldg Improvements	210,000.00	210,000.00	0.00	13,600.00	196,400.00	93.52 %
100-304-69010	Downtown Bathroom	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00 %
100-304-69011	City Hall Planning	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
100-304-71002	Street Improvements	693,707.99	693,707.99	0.00	175,264.47	518,443.52	74.74 %
100-304-71003	City Hall Improvements	500,000.00	500,000.00	0.00	8,520.60	491,479.40	98.30 %
	Department: 304 - Maintenance Total:	2,111,017.99	2,111,017.99	74,139.97	797,786.91	1,313,231.08	62.21%
	Department: 400 - Parks & Recreation						
100-400-60000	Regular Employees	0.00	0.00	17,499.57	110,967.14	-110,967.14	0.00 %
100-400-60001	Part-time Employees	13,400.00	13,400.00	0.00	0.00	13,400.00	100.00 %
100-400-60002	Overtime	0.00	0.00	48.00	58.20	-58.20	0.00 %
100-400-60005	Camp Staff	0.00	0.00	28,532.11	31,373.43	-31,373.43	0.00 %
100-400-60006	Camp Staff OT	0.00	0.00	116.22	116.22	-116.22	0.00 %
100-400-61000	Health Insurance	0.00	0.00	974.03	4,260.33	-4,260.33	0.00 %
100-400-61001	Dental Insurance	0.00	0.00	55.53	236.66	-236.66	0.00 %
100-400-61002	Medicare	0.00	0.00	666.90	2,059.25	-2,059.25	0.00 %
100-400-61003	Social Security	0.00	0.00	2,851.59	8,804.82	-8,804.82	0.00 %
100-400-61004	Unemployment	0.00	0.00	461.52	772.84	-772.84	0.00 %
100-400-61006	TMRS	0.00	0.00	1,063.37	6,670.43	-6,670.43	0.00 %
100-400-62011	Park Consultant	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
100-400-63004	Dues, Fees & Subscriptions	1,464.50	1,464.50	0.00	459.56	1,004.94	68.62 %
100-400-63010	Sports & Rec Park Lawn Mainten	0.00	0.00	0.00	7,850.00	-7,850.00	0.00 %
100-400-63011	Founders Park Lawn Maintenance	0.00	0.00	0.00	4,540.00	-4,540.00	0.00 %
100-400-63012	Charro Ranch Landscaping	0.00	0.00	0.00	3,290.00	-3,290.00	0.00 %
100-400-63013	General Parks Maintenance	1,000.00	1,000.00	0.00	737.18	262.82	26.28 %
100-400-63014	S&R Trail Maintenance	0.00	0.00	360.74	360.74	-360.74	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-400-63015	Founders Park/Pool Maintenance	50,740.00	50,740.00	0.00	5,128.44	45,611.56	89.89 %
100-400-63016	Sports & Rec Park Maintenance	31,420.00	31,420.00	1,691.00	2,263.47	29,156.53	92.80 %
100-400-63017	Charro Ranch Park Maintenance	7,250.00	7,250.00	0.00	222.57	7,027.43	96.93 %
100-400-63018	Triangle/Veterans Park Maintenan	700.00	700.00	0.00	18.94	681.06	97.29 %
100-400-63036	Skate Park Maintenance	500.00	500.00	0.00	0.00	500.00	100.00 %
100-400-63037	Rathgeber Maintenance	900.00	900.00	0.00	978.69	-78.69	-8.74 %
100-400-64005	Equipment Rental	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
100-400-64011	Park Supplies	8,550.00	8,550.00	416.99	3,040.20	5,509.80	64.44 %
100-400-64012	Charro Ranch Supplies	1,500.00	1,500.00	0.00	1,436.32	63.68	4.25 %
100-400-64013	Founders Park/Pool Supplies	0.00	0.00	952.53	11,225.68	-11,225.68	0.00 %
100-400-64014	Sports & Rec Park Supplies	400.00	400.00	0.00	3.30	396.70	99.18 %
100-400-64015	Park Program & Event Supplies	20,050.00	20,050.00	1,800.80	14,107.90	5,942.10	29.64 %
100-400-65007	Portable Toilets	7,250.00	7,250.00	680.00	5,315.00	1,935.00	26.69 %
100-400-65009	Triangle Electric	500.00	500.00	38.25	38.25	461.75	92.35 %
100-400-65010	Triangle Water	1,000.00	1,000.00	35.18	281.44	718.56	71.86 %
100-400-65011	Sports & Rec Park Water	13,000.00	13,000.00	11,350.37	39,686.96	-26,686.96	-205.28 %
100-400-65012	Sports & Rec Park Electricy	2,500.00	2,500.00	488.12	1,224.32	1,275.68	51.03 %
100-400-65013	FMP Pool/Pavilion Water	0.00	0.00	0.00	250.00	-250.00	0.00 %
100-400-65014	Founders Park/Pool Electricy	0.00	0.00	0.00	2,892.98	-2,892.98	0.00 %
100-400-66001	Advertising	11,250.00	11,250.00	-267.96	4,959.37	6,290.63	55.92 %
100-400-66004	City Sponsored Events	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-400-70003	Other Expenses	11,500.00	11,500.00	437.50	11,334.20	165.80	1.44 %
100-400-70007	Sponsored Events	0.00	0.00	0.00	1,760.00	-1,760.00	0.00 %
100-400-71004	All Parks Improvements	6,500.00	6,500.00	966.00	7,374.68	-874.68	-13.46 %
100-400-71005	Founders Park/Pool Improvmts	187,048.36	187,048.36	97,690.26	137,030.61	50,017.75	26.74 %
100-400-71006	Sports & Rec Park Improvements	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
100-400-71007	Charro Ranch Improvements	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
100-400-71009	Triangle Improvements	17,000.00	17,000.00	0.00	0.00	17,000.00	100.00 %
100-400-71010	Rathgeber Improvements	110,000.00	110,000.00	0.00	0.00	110,000.00	100.00 %
100-400-71012	Skate Park Improvements	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
Department: 400 - Parks & Recreation Total:		747,422.86	747,422.86	168,908.62	433,130.12	314,292.74	42.05%
Department: 401 - DSRP							
100-401-60000	Regular Employees	485,020.13	485,020.13	54,007.99	327,296.63	157,723.50	32.52 %
100-401-60002	Overtime	0.00	0.00	408.68	4,015.78	-4,015.78	0.00 %
100-401-60003	On Call Pay	0.00	0.00	1,200.00	8,000.00	-8,000.00	0.00 %
100-401-61000	Health Insurance	73,071.07	73,071.07	6,157.55	37,150.29	35,920.78	49.16 %
100-401-61001	Dental Insurance	0.00	0.00	361.35	2,177.77	-2,177.77	0.00 %
100-401-61002	Medicare	0.00	0.00	754.20	4,697.69	-4,697.69	0.00 %
100-401-61003	Social Security	0.00	0.00	3,224.71	20,086.06	-20,086.06	0.00 %
100-401-61004	Unemployment	0.00	0.00	123.42	1,551.85	-1,551.85	0.00 %
100-401-61005	Federal Withholding	38,873.31	38,873.31	0.00	0.00	38,873.31	100.00 %
100-401-61006	TMRS	27,399.78	27,399.78	3,130.17	20,121.39	7,278.39	26.56 %
Department: 401 - DSRP Total:		624,364.29	624,364.29	69,368.07	425,097.46	199,266.83	31.92%
Department: 402 - Aquatics							
100-402-60000	Regular Employees	0.00	0.00	6,761.54	46,051.38	-46,051.38	0.00 %
100-402-60007	Aquatic Staff	77,043.15	77,043.15	28,456.89	31,109.79	45,933.36	59.62 %
100-402-61000	Health Insurance	0.00	0.00	887.31	5,913.98	-5,913.98	0.00 %
100-402-61001	Dental Insurance	0.00	0.00	52.11	347.40	-347.40	0.00 %
100-402-61002	Medicare	0.00	0.00	510.67	1,118.83	-1,118.83	0.00 %
100-402-61003	Social Security	0.00	0.00	2,183.54	4,784.02	-4,784.02	0.00 %
100-402-61004	Unemployment	0.00	0.00	455.33	641.78	-641.78	0.00 %
100-402-61006	TMRS	0.00	0.00	409.74	2,764.08	-2,764.08	0.00 %
100-402-63005	Training/Continuing Education	0.00	0.00	0.00	769.81	-769.81	0.00 %
100-402-63015	Founders Park/Pool Maintenance	16,000.00	16,000.00	5,106.00	18,037.54	-2,037.54	-12.73 %
100-402-64003	Uniforms	0.00	0.00	0.00	475.15	-475.15	0.00 %
100-402-64011	Park Supplies	0.00	0.00	0.00	14.99	-14.99	0.00 %
100-402-64013	Pool Supplies	24,705.00	24,705.00	0.00	15,725.28	8,979.72	36.35 %
100-402-65000	Network/Phone	1,650.00	1,650.00	110.56	960.38	689.62	41.80 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-402-65013	FMP Pool/Pavilion Water	6,000.00	6,000.00	331.23	1,990.11	4,009.89	66.83 %
100-402-65014	FMP Pool/Pavilion Electric	7,250.00	7,250.00	617.66	617.66	6,632.34	91.48 %
100-402-65019	Propane/Natural Gas	20,000.00	20,000.00	4,607.32	5,923.32	14,076.68	70.38 %
100-402-71011	Founders Pool Improvements	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
Department: 402 - Aquatics Total:		154,148.15	154,148.15	50,489.90	137,245.50	16,902.65	10.97%
Department: 404 - Founders Day							
100-404-63019	FD Clean Up	5,500.00	5,500.00	0.00	7,055.70	-1,555.70	-28.29 %
100-404-63038	FD Transportation	4,500.00	4,500.00	0.00	6,564.00	-2,064.00	-45.87 %
100-404-64016	FD Event Supplies	5,000.00	5,000.00	0.00	7,924.56	-2,924.56	-58.49 %
100-404-64017	FD Event Tent, Table, & Chairs	4,000.00	4,000.00	0.00	3,959.81	40.19	1.00 %
100-404-64018	FD Barricades	19,000.00	19,000.00	0.00	6,261.00	12,739.00	67.05 %
100-404-65007	Portable Toilets	12,000.00	12,000.00	0.00	13,590.00	-1,590.00	-13.25 %
100-404-65016	FD Electricity	6,400.00	6,400.00	0.00	9.98	6,390.02	99.84 %
100-404-66008	FD Parade	650.00	650.00	0.00	47.09	602.91	92.76 %
100-404-66009	FD Publicity	9,500.00	9,500.00	816.95	7,412.71	2,087.29	21.97 %
100-404-66010	Events, Entertainment & Activities	22,500.00	22,500.00	0.00	19,073.32	3,426.68	15.23 %
100-404-66012	FD Sponsorship	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
100-404-68005	FD Security	32,500.00	32,500.00	0.00	28,280.00	4,220.00	12.98 %
100-404-68006	FD Health, Safety & Lighting	15,500.00	15,500.00	0.00	26,922.05	-11,422.05	-73.69 %
100-404-70002	FD Contingencies	3,438.01	3,438.01	0.00	0.00	3,438.01	100.00 %
Department: 404 - Founders Day Total:		146,488.01	146,488.01	816.95	127,100.22	19,387.79	13.24%
Department: 500 - Emergency Management							
100-500-60000	Regular Employees	0.00	0.00	8,515.40	56,930.79	-56,930.79	0.00 %
100-500-60003	On Call Pay	0.00	0.00	0.00	83.00	-83.00	0.00 %
100-500-61000	Health Insurance	0.00	0.00	23.91	157.50	-157.50	0.00 %
100-500-61001	Dental Insurance	0.00	0.00	52.11	347.40	-347.40	0.00 %
100-500-61002	Medicare	0.00	0.00	123.48	825.54	-825.54	0.00 %
100-500-61003	Social Security	0.00	0.00	527.96	3,529.67	-3,529.67	0.00 %
100-500-61004	Unemployment	0.00	0.00	0.00	144.01	-144.01	0.00 %
100-500-61006	TMRS	0.00	0.00	516.03	3,418.00	-3,418.00	0.00 %
100-500-64000	Office Supplies	0.00	0.00	0.00	225.22	-225.22	0.00 %
100-500-64003	Uniforms	500.00	500.00	0.00	0.00	500.00	100.00 %
100-500-68000	Emergency Management Equip	45,690.00	45,690.00	91.67	53,301.60	-7,611.60	-16.66 %
100-500-68001	Emergency Fire & Safety	611.00	611.00	336.00	1,403.81	-792.81	-129.76 %
100-500-68002	Emergency Management PR	2,000.00	2,000.00	1,099.59	1,399.59	600.41	30.02 %
100-500-68003	Emergency Equipment Maint	11,702.00	11,702.00	369.33	24,400.19	-12,698.19	-108.51 %
100-500-70003	Other Expenses	30,000.00	30,000.00	0.00	23,089.50	6,910.50	23.04 %
100-500-70015	Winter Storm Mara	0.00	0.00	0.00	108,278.69	-108,278.69	0.00 %
Department: 500 - Emergency Management Total:		90,503.00	90,503.00	11,655.48	277,534.51	-187,031.51	-206.66%
Expense Total:		12,840,962.01	12,895,321.01	909,641.33	7,029,106.60	5,866,214.41	45.49%
Fund: 100 - General Fund Surplus (Deficit):		-2,646,713.15	-2,701,072.15	17,554.98	3,448,114.70	6,149,186.85	227.66%
Fund: 200 - Dripping Springs Ranch Park							
Revenue							
Department: 401 - DSRP							
200-401-42008	Riding Permit Fees	9,500.00	9,500.00	100.00	7,380.00	-2,120.00	22.32 %
200-401-43010	Stall Rental Fees	37,200.00	37,200.00	1,695.00	34,751.15	-2,448.85	6.58 %
200-401-43011	RV Site Rental Fees	19,000.00	19,000.00	105.00	12,175.00	-6,825.00	35.92 %
200-401-43012	Facility Rental Fees	113,500.00	113,500.00	7,150.00	104,735.24	-8,764.76	7.72 %
200-401-43013	Equipment Rental Fees	6,000.00	6,000.00	3,000.00	11,315.00	5,315.00	188.58 %
200-401-43014	Staff & Miscellaneous Fees	4,000.00	4,000.00	0.00	3,799.23	-200.77	5.02 %
200-401-43015	Cleaning Fees	25,000.00	25,000.00	1,000.00	19,348.43	-5,651.57	22.61 %
200-401-44000	Sponsorships & Donations	52,275.00	52,275.00	4.00	29.00	-52,246.00	99.94 %
200-401-44002	Program & Event Fees	0.00	0.00	0.00	240.00	240.00	0.00 %
200-401-44005	Coyote Camp	137,100.00	137,100.00	0.00	104,573.50	-32,526.50	23.72 %
200-401-44006	Riding Series	82,000.00	82,000.00	4,523.75	26,133.91	-55,866.09	68.13 %
200-401-44007	Miscellaneous Events	2,000.00	2,000.00	13,105.00	46,792.00	44,792.00	2,339.60 %
200-401-44008	Program Fees	15,100.00	15,100.00	720.00	8,412.50	-6,687.50	44.29 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
200-401-46001 Other Revenues	500.00	500.00	0.00	-1,181.24	-1,681.24	336.25 %
200-401-46002 Interest	600.00	600.00	285.77	2,418.61	1,818.61	403.10 %
200-401-46006 Merchandise Sales	21,065.20	21,065.20	1,831.00	26,766.00	5,700.80	127.06 %
200-401-47004 Transfer from Ag Facility Fund	47,495.00	47,495.00	0.00	0.00	-47,495.00	100.00 %
200-401-47005 Transfer from HOT Fund	395,000.00	395,000.00	0.00	0.00	-395,000.00	100.00 %
200-401-47007 Transfer from General Fund	275,884.04	275,884.04	0.00	0.00	-275,884.04	100.00 %
Department: 401 - DSRP Total:	1,243,219.24	1,243,219.24	33,519.52	407,688.33	-835,530.91	67.21%
Revenue Total:	1,243,219.24	1,243,219.24	33,519.52	407,688.33	-835,530.91	67.21%

Expense

Department: 400 - Parks & Recreation

200-400-63035 Ranch House Maintenance	10,000.00	10,000.00	360.00	7,798.39	2,201.61	22.02 %
200-400-64024 Ranch House Supplies	1,000.00	1,000.00	67.36	263.84	736.16	73.62 %
200-400-64025 Ranch House Equipment	0.00	0.00	0.00	255.00	-255.00	0.00 %
Department: 400 - Parks & Recreation Total:	11,000.00	11,000.00	427.36	8,317.23	2,682.77	24.39%

Department: 401 - DSRP

200-401-60003 On Call Pay	10,400.00	10,400.00	0.00	0.00	10,400.00	100.00 %
200-401-60005 Camp Staff	108,246.48	108,246.48	173.75	173.75	108,072.73	99.84 %
200-401-61002 Medicare	0.00	0.00	2.52	2.52	-2.52	0.00 %
200-401-61003 Social Security	0.00	0.00	10.77	10.77	-10.77	0.00 %
200-401-61004 Unemployment	0.00	0.00	2.78	2.78	-2.78	0.00 %
200-401-63000 Building/Office Maintenance	0.00	0.00	7,878.30	45,444.61	-45,444.61	0.00 %
200-401-63001 Equipment Maintenance	25,000.00	25,000.00	3,133.52	18,237.24	6,762.76	27.05 %
200-401-63002 Fleet Maintenance	5,500.00	5,500.00	0.00	55.00	5,445.00	99.00 %
200-401-63003 Lawn Maintenance	0.00	0.00	0.00	11,070.00	-11,070.00	0.00 %
200-401-63004 Dues, Fees & Subscriptions	5,127.50	5,127.50	1,051.14	4,818.45	309.05	6.03 %
200-401-63005 Training/Continuing Education	9,500.00	9,500.00	12.00	7,741.06	1,758.94	18.52 %
200-401-63007 Mileage	0.00	0.00	0.00	31.44	-31.44	0.00 %
200-401-63023 General Maintenance	206,490.00	206,490.00	56.13	50,280.74	156,209.26	75.65 %
200-401-63024 Stall Cleaning & Repair	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
200-401-63028 Lift Station Maintenance	12,000.00	12,000.00	500.00	7,212.86	4,787.14	39.89 %
200-401-64000 Office Supplies	10,000.00	10,000.00	21.99	1,368.42	8,631.58	86.32 %
200-401-64001 IT Equipment	0.00	0.00	40.83	1,560.76	-1,560.76	0.00 %
200-401-64003 Uniforms	0.00	0.00	0.00	1,053.99	-1,053.99	0.00 %
200-401-64004 Office Furniture and Equipment	0.00	0.00	0.00	1,147.87	-1,147.87	0.00 %
200-401-64005 Equipment Rental	2,000.00	2,000.00	0.00	1,627.45	372.55	18.63 %
200-401-64007 Fleet Supplies	0.00	0.00	0.00	506.37	-506.37	0.00 %
200-401-64008 Fuel	0.00	0.00	1,275.87	2,864.26	-2,864.26	0.00 %
200-401-64010 Maintenance Supplies	0.00	0.00	0.00	49.97	-49.97	0.00 %
200-401-64011 Park Supplies	25,500.00	25,500.00	0.00	0.00	25,500.00	100.00 %
200-401-64015 Park Program & Event Supplies	0.00	0.00	0.00	98.00	-98.00	0.00 %
200-401-64020 Building Supplies	0.00	0.00	0.00	687.15	-687.15	0.00 %
200-401-64021 Merchandise	10,500.00	10,500.00	0.00	20,394.13	-9,894.13	-94.23 %
200-401-64023 Equipment	267,250.00	267,250.00	0.00	26,725.01	240,524.99	90.00 %
200-401-64026 Sponsorship Expenses	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00 %
200-401-64027 Coyote Camp	16,000.00	16,000.00	2,622.36	8,778.09	7,221.91	45.14 %
200-401-64028 Riding Series	32,000.00	32,000.00	3,491.00	32,254.00	-254.00	-0.79 %
200-401-64029 Miscellaneous Events	700.00	700.00	0.00	15,312.50	-14,612.50	-2,087.50 %
200-401-64030 Programming	8,000.00	8,000.00	4,594.05	7,485.83	514.17	6.43 %
200-401-65000 Network/Phone	11,316.40	11,316.40	0.00	25,667.17	-14,350.77	-126.81 %
200-401-65004 Office Water	7,000.00	7,000.00	0.00	556.67	6,443.33	92.05 %
200-401-65005 Water	0.00	0.00	1,588.65	6,042.07	-6,042.07	0.00 %
200-401-65007 Portable Toilets	2,500.00	2,500.00	80.00	715.00	1,785.00	71.40 %
200-401-65008 Alarm	6,660.00	6,660.00	470.55	941.10	5,718.90	85.87 %
200-401-65017 Electricity	60,000.00	60,000.00	6,567.69	45,626.55	14,373.45	23.96 %
200-401-65018 Septic	750.00	750.00	0.00	0.00	750.00	100.00 %
200-401-65019 Propane/Natural Gas	2,500.00	2,500.00	0.00	2,261.43	238.57	9.54 %
200-401-65020 On Call Phone	501.60	501.60	0.00	0.00	501.60	100.00 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
200-401-66001	Advertising	17,750.00	17,750.00	4,375.00	4,846.44	12,903.56 72.70 %
200-401-66002	Postage & Shipping	0.00	0.00	11.98	11.98	-11.98 0.00 %
200-401-66004	City Sponsored Events	0.00	0.00	459.04	811.25	-811.25 0.00 %
200-401-70001	Mileage	500.00	500.00	26.13	26.13	473.87 94.77 %
200-401-70002	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	0.00	50,000.00 100.00 %
200-401-70003	Other Expenses	20,000.00	20,000.00	0.00	-257.63	20,257.63 101.29 %
200-401-70004	Hays County Livestock Board Agree	13,200.00	13,200.00	0.00	0.00	13,200.00 100.00 %
200-401-70007	Sponsored Events	7,900.00	7,900.00	0.00	314.38	7,585.62 96.02 %
200-401-70013	DSRP Sales Tax	0.00	0.00	0.00	1,929.67	-1,929.67 0.00 %
200-401-71008	DSRP Improvements	345,000.00	345,000.00	0.00	10,705.99	334,294.01 96.90 %
200-401-90013	Transfer to Vehicle Replacement Fu	29,595.00	29,595.00	0.00	0.00	29,595.00 100.00 %
	Department: 401 - DSRP Total:	1,335,486.98	1,335,486.98	38,446.05	367,193.22	968,293.76 72.50%
	Expense Total:	1,346,486.98	1,346,486.98	38,873.41	375,510.45	970,976.53 72.11%
	Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	-103,267.74	-103,267.74	-5,353.89	32,177.88	135,445.62 131.16%
Fund: 400 - Utilities						
Revenue						
Department: 000 - Undesignated						
400-000-46001	Other Revenues	0.00	0.00	28,625.70	35,931.72	35,931.72 0.00 %
	Department: 000 - Undesignated Total:	0.00	0.00	28,625.70	35,931.72	35,931.72 0.00%
Department: 300 - Wastewater						
400-300-41002	ROW Fees	0.00	0.00	0.00	33.53	33.53 0.00 %
400-300-41004	Texas Gas Franchise Fees	0.00	0.00	0.00	4,893.82	4,893.82 0.00 %
400-300-43018	Wastewater Service Fees	1,285,365.12	1,285,365.12	141,429.97	1,040,255.63	-245,109.49 19.07 %
400-300-43020	Late Fees	9,600.00	9,600.00	1,501.84	13,127.26	3,527.26 136.74 %
400-300-43021	Delayed Connection Fees	5,000.00	5,000.00	0.00	15,000.00	10,000.00 300.00 %
400-300-43023	Transfer Fees	9,000.00	9,000.00	0.00	0.00	-9,000.00 100.00 %
400-300-43024	Over Use Fees	150,000.00	150,000.00	15,220.95	124,196.27	-25,803.73 17.20 %
400-300-46001	Other Revenues	95,000.00	95,000.00	0.00	0.00	-95,000.00 100.00 %
400-300-46002	Interest	0.00	0.00	0.00	5,675.11	5,675.11 0.00 %
400-300-47008	Transfer from TWDB	4,420,000.00	4,420,000.00	0.00	0.00	-4,420,000.00 100.00 %
400-300-47009	Sales Tax	760,000.00	760,000.00	73,724.29	665,261.04	-94,738.96 12.47 %
	Department: 300 - Wastewater Total:	6,733,965.12	6,733,965.12	231,877.05	1,868,442.66	-4,865,522.46 72.25%
Department: 301 - Water						
400-301-43038	Meter Set Fees	0.00	0.00	600.00	2,375.00	2,375.00 0.00 %
400-301-43040	Water Base Rate	7,800.00	7,800.00	1,509.00	24,623.68	16,823.68 315.69 %
400-301-43041	Water Usage	150,000.00	150,000.00	2,435.12	71,823.05	-78,176.95 52.12 %
400-301-43043	Equipment Fee	0.00	0.00	0.00	1,136.00	1,136.00 0.00 %
400-301-43044	Inspection Fees	0.00	0.00	0.00	100.00	100.00 0.00 %
400-301-46001	Other Revenues	0.00	0.00	246.22	6,217.99	6,217.99 0.00 %
	Department: 301 - Water Total:	157,800.00	157,800.00	4,790.34	106,275.72	-51,524.28 32.65%
Department: 310 - Utility Operations						
400-310-41001	PEC Franchise Fee	130,000.00	130,000.00	0.00	129,264.63	-735.37 0.57 %
400-310-41002	ROW Fees	6,000.00	6,000.00	8.80	3,542.57	-2,457.43 40.96 %
400-310-41003	Cable Franchise Fees	130,000.00	130,000.00	0.00	120,819.57	-9,180.43 7.06 %
400-310-41004	Texas Gas Franchise Fee	3,000.00	3,000.00	0.00	0.00	-3,000.00 100.00 %
400-310-46002	Interest	0.00	0.00	6,564.54	55,234.62	55,234.62 0.00 %
400-310-47007	Transfer from General Fund	50,000.00	50,000.00	0.00	0.00	-50,000.00 100.00 %
	Department: 310 - Utility Operations Total:	319,000.00	319,000.00	6,573.34	308,861.39	-10,138.61 3.18%
	Revenue Total:	7,210,765.12	7,210,765.12	271,866.43	2,319,511.49	-4,891,253.63 67.83%
Expense						
Department: 300 - Wastewater						
400-300-60000	Regular Employees	0.00	0.00	5,281.54	76,432.81	-76,432.81 0.00 %
400-300-60002	Overtime	0.00	0.00	44.88	6,636.72	-6,636.72 0.00 %
400-300-60003	On Call Pay	0.00	0.00	0.00	2,600.00	-2,600.00 0.00 %
400-300-61000	Health Insurance	0.00	0.00	883.14	11,820.28	-11,820.28 0.00 %
400-300-61001	Dental Insurance	0.00	0.00	52.11	695.77	-695.77 0.00 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-300-61002	0.00	0.00	77.02	1,239.68	-1,239.68	0.00 %
400-300-61003	0.00	0.00	329.34	5,300.78	-5,300.78	0.00 %
400-300-61004	0.00	0.00	0.00	238.65	-238.65	0.00 %
400-300-61006	0.00	0.00	322.79	5,107.10	-5,107.10	0.00 %
400-300-62002	625,000.00	625,000.00	0.00	19,273.88	605,726.12	96.92 %
400-300-62019	7,500.00	7,500.00	0.00	28,977.29	-21,477.29	-286.36 %
400-300-62020	34,250.00	34,250.00	7,128.28	14,603.53	19,646.47	57.36 %
400-300-63001	0.00	0.00	0.00	37.48	-37.48	0.00 %
400-300-63002	0.00	0.00	0.00	129.32	-129.32	0.00 %
400-300-63003	0.00	0.00	0.00	789.00	-789.00	0.00 %
400-300-63004	0.00	0.00	962.08	2,347.15	-2,347.15	0.00 %
400-300-63005	0.00	0.00	372.75	2,073.15	-2,073.15	0.00 %
400-300-63025	119,407.00	119,407.00	9,579.97	79,257.29	40,149.71	33.62 %
400-300-63026	99,500.00	99,500.00	21,157.00	89,075.31	10,424.69	10.48 %
400-300-63027	106,860.00	106,860.00	2,097.67	71,049.76	35,810.24	33.51 %
400-300-63028	74,270.00	74,270.00	33,857.10	70,505.37	3,764.63	5.07 %
400-300-63029	64,116.00	64,116.00	978.00	4,200.38	59,915.62	93.45 %
400-300-63030	44,900.00	44,900.00	16.93	20,191.03	24,708.97	55.03 %
400-300-63031	178,100.00	178,100.00	11,242.66	88,156.85	89,943.15	50.50 %
400-300-63033	9,000.00	9,000.00	789.00	8,679.00	321.00	3.57 %
400-300-63034	4,250.00	4,250.00	62.00	109.45	4,140.55	97.42 %
400-300-64001	0.00	0.00	0.00	549.00	-549.00	0.00 %
400-300-64003	0.00	0.00	0.00	1,334.90	-1,334.90	0.00 %
400-300-64010	27,400.00	27,400.00	2,258.28	8,456.84	18,943.16	69.14 %
400-300-64022	16,440.00	16,440.00	1,648.76	8,512.04	7,927.96	48.22 %
400-300-64023	0.00	0.00	0.00	983.18	-983.18	0.00 %
400-300-65000	12,330.00	12,330.00	701.07	7,348.91	4,981.09	40.40 %
400-300-65017	109,600.00	109,600.00	5,831.49	54,972.43	54,627.57	49.84 %
400-300-70001	0.00	0.00	0.00	166.88	-166.88	0.00 %
400-300-70003	52,000.00	52,000.00	65,737.20	136,660.72	-84,660.72	-162.81 %
400-300-71000	2,000,000.00	2,000,000.00	0.00	0.00	2,000,000.00	100.00 %
400-300-72001	5,050,000.00	5,050,000.00	0.00	0.00	5,050,000.00	100.00 %
400-300-72002	895,000.00	895,000.00	0.00	245,238.56	649,761.44	72.60 %
400-300-72003	0.00	0.00	3,009.20	34,869.44	-34,869.44	0.00 %
400-300-72004	175,000.00	175,000.00	0.00	3,653.03	171,346.97	97.91 %
400-300-72005	0.00	0.00	4,484.57	52,287.57	-52,287.57	0.00 %
400-300-90006	4,066.66	4,066.66	0.00	0.00	4,066.66	100.00 %
400-300-90013	29,911.00	29,911.00	0.00	0.00	29,911.00	100.00 %
Department: 300 - Wastewater Total:	9,738,900.66	9,738,900.66	178,904.83	1,164,560.53	8,574,340.13	88.04%
Department: 301 - Water						
400-301-62020	25,000.00	25,000.00	0.00	2,087.00	22,913.00	91.65 %
400-301-63026	25,000.00	25,000.00	0.00	2,500.00	22,500.00	90.00 %
400-301-63027	20,000.00	20,000.00	0.00	590.49	19,409.51	97.05 %
400-301-63032	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
400-301-64010	50,000.00	50,000.00	0.00	53,215.07	-3,215.07	-6.43 %
Department: 301 - Water Total:	140,000.00	140,000.00	0.00	58,392.56	81,607.44	58.29%
Department: 310 - Utility Operations						
400-310-60000	398,740.00	398,740.00	27,925.01	98,282.87	300,457.13	75.35 %
400-310-60002	0.00	0.00	949.43	4,996.82	-4,996.82	0.00 %
400-310-60003	10,400.00	10,400.00	1,744.96	4,360.21	6,039.79	58.07 %
400-310-61000	56,988.71	56,988.71	3,550.50	12,739.78	44,248.93	77.65 %
400-310-61001	0.00	0.00	260.55	816.39	-816.39	0.00 %
400-310-61002	0.00	0.00	431.58	1,521.75	-1,521.75	0.00 %
400-310-61004	0.00	0.00	65.51	641.89	-641.89	0.00 %
400-310-61005	33,063.21	33,063.21	0.00	0.00	33,063.21	100.00 %
400-310-61006	24,650.69	24,650.69	1,855.54	6,517.37	18,133.32	73.56 %
400-310-62001	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
400-310-62003	250,000.00	250,000.00	0.00	25,123.67	224,876.33	89.95 %

Budget Report

For Fiscal: FY 2022-2023 Period Ending: Item 5. 3

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-310-62020 Lab Testing	0.00	0.00	0.00	3,267.75	-3,267.75	0.00 %
400-310-63001 Equipment Maintenance	10,000.00	10,000.00	547.25	627.78	9,372.22	93.72 %
400-310-63002 Fleet Maintenance	10,000.00	10,000.00	0.00	123.17	9,876.83	98.77 %
400-310-63005 Training/Continuing Education	9,254.00	9,254.00	990.00	3,832.95	5,421.05	58.58 %
400-310-63034 Utility Operations	69,000.00	69,000.00	236.00	5,208.96	63,791.04	92.45 %
400-310-64001 IT Equipment & Support	5,640.00	5,640.00	0.00	0.00	5,640.00	100.00 %
400-310-64002 Software	37,267.00	37,267.00	0.00	13,514.16	23,752.84	63.74 %
400-310-64003 Uniforms	5,000.00	5,000.00	0.00	1,954.10	3,045.90	60.92 %
400-310-64006 Fleet Acquisition	45,000.00	45,000.00	0.00	33,411.51	11,588.49	25.75 %
400-310-64008 Fuel	15,000.00	15,000.00	60.83	275.33	14,724.67	98.16 %
400-310-64023 Equipment	50,000.00	50,000.00	33.00	39,827.39	10,172.61	20.35 %
400-310-70003 Other Expenses	0.00	0.00	-15.96	-15.96	15.96	0.00 %
Department: 310 - Utility Operations Total:	1,040,003.61	1,040,003.61	38,634.20	257,027.89	782,975.72	75.29%
Expense Total:	10,918,904.27	10,918,904.27	217,539.03	1,479,980.98	9,438,923.29	86.45%
Fund: 400 - Utilities Surplus (Deficit):	-3,708,139.15	-3,708,139.15	54,327.40	839,530.51	4,547,669.66	122.64%
Report Surplus (Deficit):	-6,458,120.04	-6,512,479.04	66,528.49	4,319,823.09	10,832,302.13	166.33%

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund						
Revenue						
000 - Undesignated	6,596,928.37	6,596,928.37	688,205.62	7,597,143.59	1,000,215.22	15.16%
103 - Courts	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00%
105 - Communications	0.00	0.00	145.00	365.00	365.00	0.00%
200 - Planning & Development	1,430,750.00	1,430,750.00	64,660.98	1,176,922.63	-253,827.37	17.74%
201 - Building	1,550,000.00	1,550,000.00	160,853.51	1,492,955.91	-57,044.09	3.68%
400 - Parks & Recreation	456,320.49	456,320.49	-800.80	25,881.95	-430,438.54	94.33%
402 - Aquatics	46,350.00	46,350.00	15,707.00	47,474.00	1,124.00	2.43%
404 - Founders Day	112,900.00	112,900.00	-1,575.00	136,478.22	23,578.22	20.88%
Revenue Total:	10,194,248.86	10,194,248.86	927,196.31	10,477,221.30	282,972.44	2.78%
Expense						
000 - Undesignated	5,045,620.87	5,045,620.87	27,929.12	422,361.46	4,623,259.41	91.63%
100 - City Council/Boards & Commissions	18,500.00	18,500.00	3,200.00	5,000.00	13,500.00	72.97%
101 - City Administrators Office	0.00	0.00	65,226.01	425,361.15	-425,361.15	0.00%
102 - City Secretary	23,220.00	23,220.00	20,618.13	122,536.21	-99,316.21	-427.72%
103 - Courts	15,500.00	15,500.00	1,146.70	9,695.89	5,804.11	37.45%
104 - City Attorney	115,800.00	115,800.00	30,886.03	207,201.98	-91,401.98	-78.93%
105 - Communications	11,825.00	11,825.00	22,502.22	134,812.17	-122,987.17	-1,040.06%
106 - IT	361,479.84	415,838.84	40,471.62	381,705.68	34,133.16	8.21%
107 - Finance	1,105,180.00	1,105,180.00	117,896.08	1,143,256.96	-38,076.96	-3.45%
200 - Planning & Development	378,500.00	378,500.00	39,074.60	355,707.20	22,792.80	6.02%
201 - Building	792,700.00	792,700.00	99,477.14	1,210,360.92	-417,660.92	-52.69%
300 - Wastewater	1,098,692.00	1,098,692.00	65,834.69	413,212.26	685,479.74	62.39%
304 - Maintenance	2,111,017.99	2,111,017.99	74,139.97	797,786.91	1,313,231.08	62.21%
400 - Parks & Recreation	747,422.86	747,422.86	168,908.62	433,130.12	314,292.74	42.05%
401 - DSRP	624,364.29	624,364.29	69,368.07	425,097.46	199,266.83	31.92%
402 - Aquatics	154,148.15	154,148.15	50,489.90	137,245.50	16,902.65	10.97%
404 - Founders Day	146,488.01	146,488.01	816.95	127,100.22	19,387.79	13.24%
500 - Emergency Management	90,503.00	90,503.00	11,655.48	277,534.51	-187,031.51	-206.66%
Expense Total:	12,840,962.01	12,895,321.01	909,641.33	7,029,106.60	5,866,214.41	45.49%
Fund: 100 - General Fund Surplus (Deficit):	-2,646,713.15	-2,701,072.15	17,554.98	3,448,114.70	6,149,186.85	227.66%
Fund: 200 - Dripping Springs Ranch Park						
Revenue						
401 - DSRP	1,243,219.24	1,243,219.24	33,519.52	407,688.33	-835,530.91	67.21%
Revenue Total:	1,243,219.24	1,243,219.24	33,519.52	407,688.33	-835,530.91	67.21%
Expense						
400 - Parks & Recreation	11,000.00	11,000.00	427.36	8,317.23	2,682.77	24.39%
401 - DSRP	1,335,486.98	1,335,486.98	38,446.05	367,193.22	968,293.76	72.50%
Expense Total:	1,346,486.98	1,346,486.98	38,873.41	375,510.45	970,976.53	72.11%
Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	-103,267.74	-103,267.74	-5,353.89	32,177.88	135,445.62	131.16%
Fund: 400 - Utilities						
Revenue						
000 - Undesignated	0.00	0.00	28,625.70	35,931.72	35,931.72	0.00%
300 - Wastewater	6,733,965.12	6,733,965.12	231,877.05	1,868,442.66	-4,865,522.46	72.25%
301 - Water	157,800.00	157,800.00	4,790.34	106,275.72	-51,524.28	32.65%
310 - Utility Operations	319,000.00	319,000.00	6,573.34	308,861.39	-10,138.61	3.18%
Revenue Total:	7,210,765.12	7,210,765.12	271,866.43	2,319,511.49	-4,891,253.63	67.83%
Expense						
300 - Wastewater	9,738,900.66	9,738,900.66	178,904.83	1,164,560.53	8,574,340.13	88.04%
301 - Water	140,000.00	140,000.00	0.00	58,392.56	81,607.44	58.29%
310 - Utility Operations	1,040,003.61	1,040,003.61	38,634.20	257,027.89	782,975.72	75.29%

Budget Report

For Fiscal: FY 2022-2023 Period Ending: Item 5. 3

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense Total:	10,918,904.27	10,918,904.27	217,539.03	1,479,980.98	9,438,923.29	86.45%
Fund: 400 - Utilities Surplus (Deficit):	-3,708,139.15	-3,708,139.15	54,327.40	839,530.51	4,547,669.66	122.64%
Report Surplus (Deficit):	-6,458,120.04	-6,512,479.04	66,528.49	4,319,823.09	10,832,302.13	166.33%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	-2,646,713.15	-2,701,072.15	17,554.98	3,448,114.70	6,149,186.85
200 - Dripping Springs Ranch Park	-103,267.74	-103,267.74	-5,353.89	32,177.88	135,445.62
400 - Utilities	-3,708,139.15	-3,708,139.15	54,327.40	839,530.51	4,547,669.66
Report Surplus (Deficit):	-6,458,120.04	-6,512,479.04	66,528.49	4,319,823.09	10,832,302.13



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Michelle Fischer, City Administrator

Council Meeting Date: July 18, 2023

Agenda Item Wording: **Approval of a Resolution Appointing City Administrator Michelle Fischer to Place 4 of the Driftwood Economic Development Municipal Management Board of Directors**

Agenda Item Requestor: Michelle Fischer, City Administrator

Summary/Background: The City Council consented to the creation of the Driftwood Economic Development Municipal Management District on May 12, 2009, through Resolution 2009-19. The City Council plays an integral role in the District's operation through two designated appointments that serve on the District's Board of Directors in Places 3 and 4. City Administrator Michelle Fischer has served on the Board in Place 4 since its creation. Her term expired in June and she wishes to serve another term expiring June 2027.

Municipal Management Districts are special districts formed by state legislation. Each district covers a defined geographic area, and may be used to finance improvements and pay for services within that area. Districts are created to promote, encourage, and maintain employment, commerce, transportation, housing, tourism, recreation, arts, economic development, safety and public welfare within the district's boundaries.

Recommended Council Actions: Appoint City Administrator Michelle Fischer to Place 4 of the Driftwood Economic Development Municipal Management District's Board of Directors for a term ending June 2027.

Attachments: Resolution

Next Steps/Schedule: Notify District of City Council's action and provide them with a copy of the executed Resolution.

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2023-R__

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS,
APPOINTING ONE INDIVIDUAL TO PLACE 4 OF THE DRIFTWOOD
ECONOMIC DEVELOPMENT MUNICIPAL MANAGEMENT DISTRICT'S
BOARD OF DIRECTORS.

WHEREAS, the City of Dripping Springs City Council ("City Council") consented to the creation of the Driftwood Economic Development Municipal Management District ("Driftwood District") on May 12, 2009, through Resolution 2009-19; and

WHEREAS, the City plays an integral role in the Driftwood District's operation through two designated appointments that serve on the Driftwood District's Board of Directors; and

WHEREAS, Place 4 of the Driftwood District's Board of Directors is intended for a City of Dripping Springs representative; and

WHEREAS, the City Council wishes the City Administrator to serve as the City Representative in Place 4 of the Driftwood District's Board of Directors, filling a term ending June 2027.

NOW, THEREFORE, BE IT RESOLVED by the City of Dripping Springs City Council that:

1. The City Council appoints City Administrator Michelle Fischer to Place 4 of the Driftwood District's Board of Directors for a term beginning on June 1, 2023.
2. The City Council directs the City Secretary to include this Resolution in and among the official records of the City.
3. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings act, Texas Government Code, Chapter 551.

PASSED AND APPROVED this, the 18th day of July 2023, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Lisa Sullivan, People & Communications Director

Council Meeting Date: July 18, 2023

Agenda Item Wording: **Discuss and consider approval of an Eclipse Display at Veterans Memorial Park.**

Agenda Item Requestor: Lisa Sullivan

Summary/Background: On April 8, 2024, the City of Dripping Springs will be in the totality of a total solar eclipse. This has not occurred here since the 1800s. Millions of people are expected to travel throughout Texas to the areas of totality. We anticipate 2-3 times the population in our city during that time.

A critical part of this event is education and safety. We are doing what we can to plan and educate our residents, businesses, and visitors: we have launched a new website, drippingeclipse.com; we have an eclipse task force that meets once a month to plan; we are creating an Eclipse Ambassador Program to help spread the word; and more.

One of the things we would like to do is create a display at Veterans Memorial Park that not only will be a way to communicate to & remind residents that this event is coming (and to prepare), but it also has an educational element with its design. The outside of the glasses will be the branding and eclipse date. The inside will have instructions on how to safely view an eclipse, what residents and businesses can expect on April 8, list our website to learn more, etc.

It will also be a focal point for tourism/visitors/residents — an Instagram place for visitors and residents to take pictures. It will be a benefit not just during the event, but all through the months leading up to it.

Please see the attached schematic. The structure will be created by the team at DSRP. They will work with Emergency Management, Building Officials and Public works to ensure it is designed and installed safely. Communications and marketing will create the graphic design, basing it off the branding of our eclipse items. We will use the company we use for car wraps and wall graphics to mount the graphics.

We would anticipate putting this up in the area circled on the map. We would be erecting this sometime in late August or September, in time for the partial annular eclipse in our area on October 14.

Because we are doing this in-house, the cost of this will be kept to the minimum, with costs just materials and graphic display. We also hope to have a sponsor to help us cover the costs. We hope to get \$5,000 as a sponsorship fee.

The picture below is a mock-up of what we're wanting to do. Exact dimensions to be determined, but estimating it to be 7' wide x 6' long.



Commission Recommendations:

Recommended Council Actions:

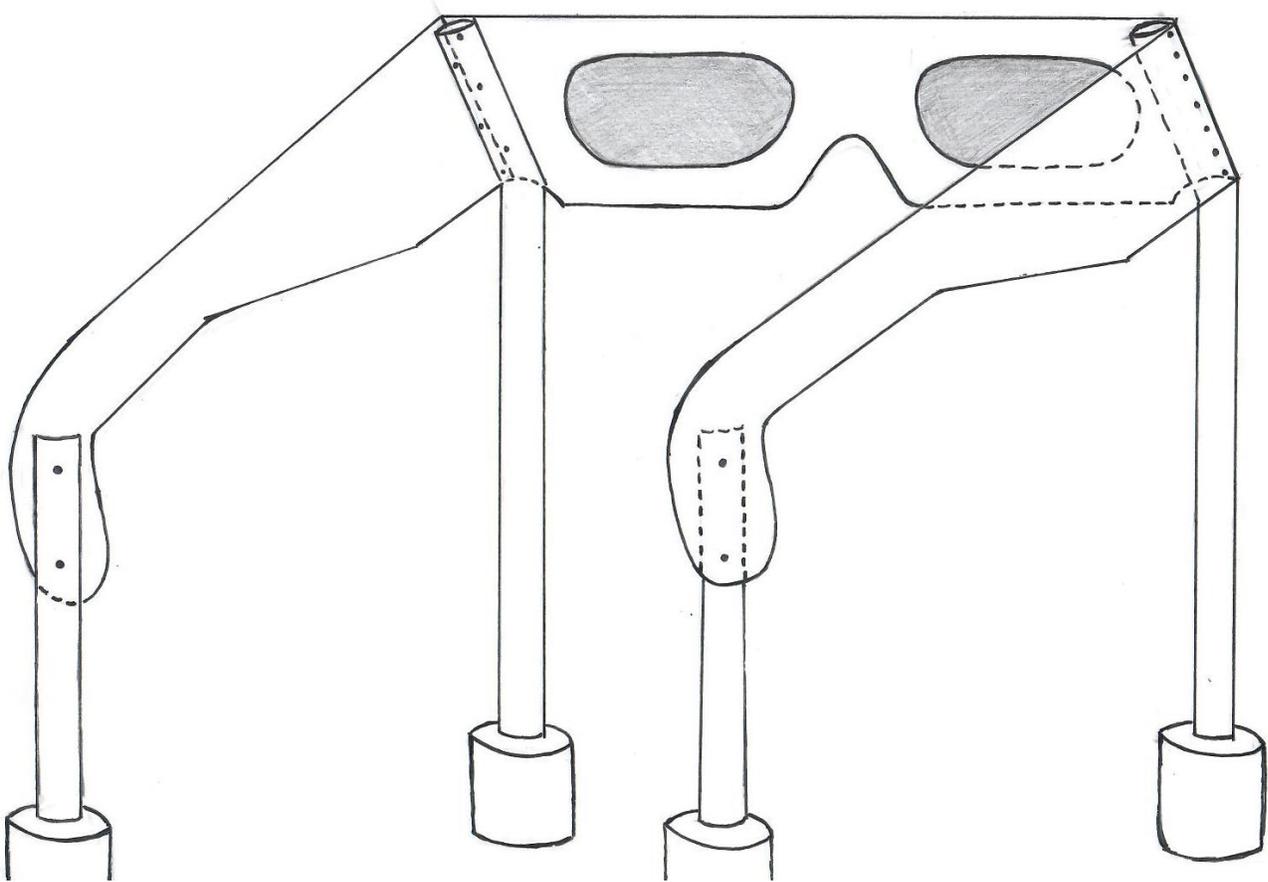
Attachments: Schematic and Map

Next Steps/Schedule: If Council approves, we will start building this immediately. This is the slow period for DSRP and the perfect time to start the project.



DRIPPING SPRINGS
Texas

CODS Eclipse Glasses Art Install Dimensions (estimated)	
Glasses Face	7.75 ft x 1.75 ft
Glasses Arms (x2)	6.25 ft (x2) x irregular shape
Installation Posts (x4)	3 ft (x2) 5 ft (x2)



CODS Eclipse Glasses Art Install Cut Sheet	
Wood	\$300.00
Plexiglass	\$100.00
Hardware	\$125.00
Pipe	\$275.00
Concrete	\$60.00
Paint	\$40.00
Graphic Installation - \$12/sqft @approx 80 sqft	\$960.00
Total	\$1,860



Installation here...



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Aaron Reed, Public Works Director

Council Meeting Date: 07/18/2023

Agenda Item Wording: **Discuss and Consider Approval of an Ordinance by the City of Dripping Springs Requesting a Speed Limit Change on RM 12 from South of Goodnight Trail to North of Event Center Dr.**

Agenda Item Requestor: Aaron Reed

Summary/Background: TxDOT performed a speed study of RM 12 North of Hwy 290. TxDOT determined that the speed limit could be reduced. The speed limit would be reduced from 55 to 50 for approximately 1 mile between just South of Goodnight Trail and just North of DSISD Elementary School.

In 2020 the City entered into a Municipal Maintenance Agreement with TxDOT to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of the City. This agreement states that traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.

TxDOT has requested the City approve an Ordinance that authorizes the change in speed limit within the City's corporate limits.

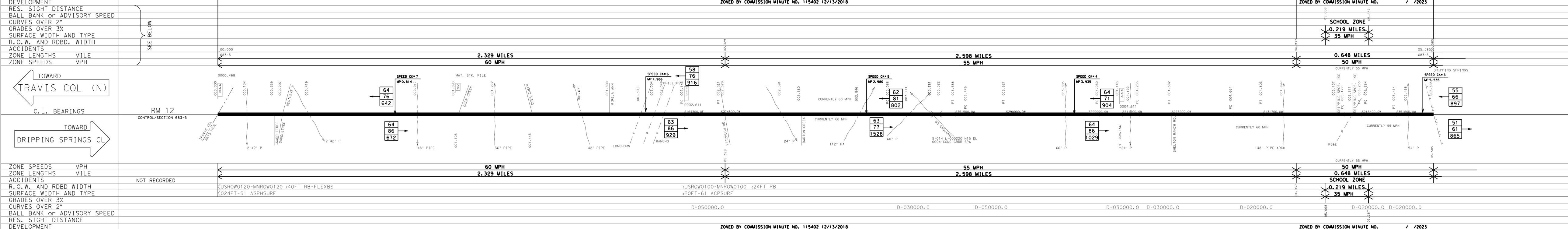
Commission Recommendations: Transportation Committee approves this speed limit change.

Recommended Council Actions: Staff recommends approval.

Attachments: Municipal Maintenance Agreement.
Speed study strip map.

Next Steps/Schedule:

MAP 1 OF 5



DIST. AUSTIN COUNTY HAYS	MINUTE NO.	DATE	/ /
HIGHWAY RM 12 CITY RURAL	REPLACES	115402	DATE 12/13/18
DATE OF SURVEY 09/27/2022 SCALE 1" = 800'	REPLACED BY		DATE / /
	CANCELED BY		DATE / /

LIMITS OF ZONE											
SECTION ONE			SECTION TWO			SECTION THREE					
STA. OR M.P.	CONT. & SECT.	PROJECT	STA. OR M.P.	CONT. & SECT.	PROJECT	STA. OR M.P.	CONT. & SECT.	PROJECT	STA. OR M.P.	CONT. & SECT.	PROJECT
BEGINS	0.000	683-5	BEGINS	2.329	683-5	BEGINS	4.937	683-5			
ENDS	2.329	683-5	ENDS	4.937	683-5	ENDS	5.585	683-5			

- 42 85 PERCENTILE SPEED
- 62 TOP SPEED MEASURED
- 125 NUMBER OF CARS CHECKED

- FATAL ACCIDENT
- ⊙ PERSONAL INJURY ACCIDENT
- PROPERTY DAMAGE ACCIDENT
- INDICATES SECTION ZONED BY COMMISSION MINUTE

⊙ INDICATES DRIVE THROUGH SPEED DRIVE CONDUCTED BY:

SPEED ZONE

MAP 2 OF 5

DEVELOPMENT
RES. SIGHT DISTANCE
BALL BANK or ADVISORY SPEED
CURVES OVER 2°
GRADES OVER 3%
SURFACE WIDTH AND TYPE
R.O.W. AND RDBD. WIDTH
ACCIDENTS
ZONE LENGTHS MILE
ZONE SPEEDS MPH

SEE BELOW

ZONED BY CITY ORDINANCE

ZONED BY CITY ORDINANCE

/ /2023

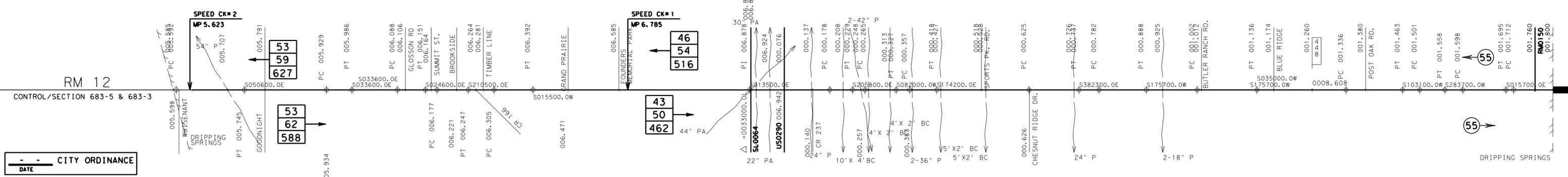
05.585
683-5 **0.349 MILES**
50 MPH

1.008 MILES
45 MPH

1.724 MILES
45 MPH



C.L. BEARINGS



RM 12
CONTROL/SECTION 683-5 & 683-3

CITY ORDINANCE
DATE

ZONE SPEEDS MPH
ZONE LENGTHS MILE
ACCIDENTS
R.O.W. AND RDBD WIDTH
SURFACE WIDTH AND TYPE
GRADES OVER 3%
CURVES OVER 2°
BALL BANK or ADVISORY SPEED
RES. SIGHT DISTANCE
DEVELOPMENT

50 MPH
0.349 MILES

45 MPH
1.008 MILES

45 MPH
1.724 MILES

NOT RECORDED

R.O.W. AND RDBD WIDTH
SURFACE WIDTH AND TYPE
GRADES OVER 3%
CURVES OVER 2°
BALL BANK or ADVISORY SPEED
RES. SIGHT DISTANCE
DEVELOPMENT

D=050000.0
ZONED BY CITY ORDINANCE
/ /2023

D=050000.0 D=050000.0

D=080000.0 D=080000.0 D=080000.0 D=033000.0 D=100000.0 D=020000.0

D=060000.0 D=060000.0

/ /2023

ZONED BY CITY ORDINANCE

DIST. AUSTIN COUNTY HAYS
HIGHWAY RM 12 CITY DRIPPING SPRINGS
DATE OF SURVEY 09/27/2022 SCALE 1" = 800'

MINUTE NO.	DATE / /
REPLACES	DATE / /
REPLACED BY	DATE / /
CANCELED BY	DATE / /

LIMITS OF ZONE

SECTION ONE				SECTION TWO				SECTION THREE			
STA. OR M.P.	CONT. & SECT.	PROJECT	LENGTH 5.699 MILES	STA. OR M.P.	CONT. & SECT.	PROJECT	LENGTH 1.008 MILES	STA. OR M.P.	CONT. & SECT.	PROJECT	LENGTH 1.724 MILES
BEGINS	5.585	683-5		BEGINS	5.934	683-5		BEGINS	0.076	683-3	
ENDS	5.934	683-5		ENDS	6.942	683-5		ENDS	1.800	683-3	

- 42 85 PERCENTILE SPEED
- 62 TOP SPEED MEASURED
- 125 NUMBER OF CARS CHECKED

- FATAL ACCIDENT
- PERSONAL INJURY ACCIDENT
- PROPERTY DAMAGE ACCIDENT
- INDICATES SECTION ZONED BY COMMISSION MINUTE

←(55) INDICATES DRIVE THROUGH SPEED DRIVE CONDUCTED BY:

SPEED ZONE

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2023-_____

AN ORDINANCE OF THE CITY DRIPPING SPRINGS, TEXAS, ZONING FOR TRAFFIC AND TO ESTABLISH THE PRIMA FACIE MAXIMUM RATE OF SPEED THEREIN, ON RM 12 IN THE CITY LIMITS OF THE CITY OF DRIPPING SPRINGS; DEFINING SPEEDING AND FIXING A PENALTY THEREFORE; DECLARING WHAT MAY BE A SUFFICIENT COMPLAINT IN PROSECUTIONS HEREUNDER; WITH A SAVING CLAUSE REPEALING CONFLICTING LAWS AND DECLARING AN EMERGENCY.

WHEREAS, The Texas Department of Transportation (TxDOT) performed a speed study of RM 12 North of Hwy 290 and determined that the speed limit should be reduced; and

WHEREAS, In 2020, the City entered into a Municipal Maintenance Agreement with TxDOT to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of the City; and

WHEREAS, The agreement states that traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State; and

WHEREAS, TxDOT has requested the City approve an Ordinance that authorizes the change in speed limit within the City's corporate limits; and

WHEREAS, pursuant to Texas Transportation Code Section 311.002, the City of Dripping Springs has exclusive control over and under the public highways, streets, and alleys of the city; and

WHEREAS, Texas Transportation Code Section 545.356 authorizes the city council to alter prima facie speed limits on a street based on an engineering investigation for a part of a street in the city, including a highway of the state highway system; and

WHEREAS, the City Council finds it necessary and proper for the government, interest, welfare, and good order of the City of Dripping Springs to establish the speed limit on the aforementioned street as provided herein below; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Dripping Springs:

I. FINDINGS OF FACT

It is hereby determined upon the basis of an Engineering and Traffic investigation that the prima facie maximum speed limit on those portions of RM 12 routed in the City of Dripping Springs, is hereby stated, which prima facie maximum speed limit shall be effective at all times and signs will be erected giving notice of the prima facie maximum speed limit so declared to wit.

II. SPEED ZONE

FOR NORTHBOUND TRAFFIC

Beginning under Control-Section 0683-05 starting from milepoint 55.934 (755 feet South of Springlake Dr./Goodnight Trail) to milepoint 5.585 (216 feet North of Cortaro Dr.), a distance of 0.349 miles, a prima facie maximum speed limit of 50 miles per hour.

FOR SOUTHBOUND TRAFFIC

Beginning under Control-Section 0683-05 starting from milepoint 5.585 (216 feet North of Cortaro Dr.) to milepoint 5.934 (755 feet South of Springlake Dr./Goodnight Trail), a distance of 0.349 miles, a prima facie maximum speed limit of 50 miles per hour.

III. SEVERABILITY

It is hereby declared to be the intention of the City Council that all of the streets of this city, and all portions of any such streets, are hereby declared to be public streets and that the driving or operating of any motor vehicle on or along any portion of any street of this city at a rate of speed that is greater than the maximum rate of speed for said portion of said street, as fixed by this ordinance shall be guilty of a misdemeanor, which is named "The Offense of Speeding " and that the said offense is punishable by a fine in any sum not to exceed Two Hundred dollars (\$200.00). That the use of the word "Speeding" shall be sufficient to designate the said offense and shall mean that a motor vehicle has been driven upon a public street at a greater rate of speed than fixed by City Ordinance for the street and for the zone thereof, that such motor vehicle was so being driven upon, if zoned.

That in prosecutions under this ordinance, for the offense of speeding, the complaint, if in other respects sufficient in form, shall as to the portion thereof seeking to acknowledge the offense, be sufficient if it in substance alleges that the defendant did while driving a motor vehicle in said city commit the offense of "Speeding".

IV. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

V. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED this, the 18th day of July 2023, by a vote of ___(ayes) to ___(nays) to ___(abstentions) of the City Council of the City of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



MUNICIPAL MAINTENANCE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made this 13th day of October 2020, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, and the City of Dripping Springs (population 1788, 2010, latest Federal Census) acting by and through its duly authorized officers, hereinafter called the "City," party of the second part.

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto; and

WHEREAS, the City has requested the State to assist in the maintenance and operation of State highways within such City:

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

For this agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

COVERAGE

1. This agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
 - A. Non-Controlled Access highways or portions thereof which are described and/or graphically shown as "State Maintained and Operated" highways in Exhibit "A," which is attached hereto and made a part hereof.
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission or maintained and operated as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B," which is attached hereto and made a part hereof.
2. In the event that the present system of State highways within the City is changed by cancellation, modified routing, or new routes, the State will terminate maintenance and operation and this agreement will become null and void on those portions of the highways which are no longer on the State Highway System; and the full effect and all conditions of this agreement will apply to the changed highways or new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 1 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
3. Exhibits that are a part of this agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence.

GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.
4. Traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.
5. The State will erect and maintain all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way except as mentioned in this paragraph and elsewhere in this agreement. At the intersections of off-system approaches to State highways, the City shall install and maintain all stop signs, yield signs, and one-way signs and any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. The City shall install and maintain all street name signs except for those mounted on State maintained traffic signal poles or arms or special advance street name signs on State right-of-way. All new signs installed by the City on State right-of-way shall meet or exceed the latest State breakaway standards and be in accordance with the *Texas Manual on Uniform Traffic Control Devices*, latest edition and revision. All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation except in those installations specifically covered by separate agreements between the City and State.

7. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
8. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State.
9. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.
10. New construction of sidewalks, ramps or other accessibility related items shall comply with current ADA standards. The city is responsible for the maintenance of these items.
11. If the City has a driveway permit process that has been submitted to and approved by the State, the City will issue permits for access driveways on State highway routes and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State will issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement

NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to non-controlled access State highways in addition to the "General Conditions" contained herein above. Non-controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A."

State's Responsibilities (Non-Controlled Access)

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.
2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available.
3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.

4. Assist in snow and ice control to supplement City resources when requested by the City and if State resources are available.
5. Maintain drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits.
6. Install, maintain, and operate, when required, normal regulatory, warning and guide signs and normal markings (except as provided under "General Conditions" in paragraph 5). In cities with less than 50,000 population, this also includes school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to written State approval.
7. Install, operate, and maintain traffic signals in cities with less than 50,000 population.
8. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds if the City agrees to enter into an agreement setting forth the responsibilities of each party.

City's Responsibilities (Non-Controlled Access)

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
2. Install and maintain all parking restriction signs, pedestrian crosswalks [except as provided in paragraph 6 under "State's Responsibilities (Non-Controlled Access)"], parking stripes and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population will also install, operate, and maintain all school safety devices and school crosswalks.
3. Signing and marking of intersecting city streets with State highways will be the full responsibility of the City (except as provided under "General Conditions" in paragraph 5).
4. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.
5. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.
6. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations will be handled by a separate agreement.
7. Perform mowing and litter pickup.
8. Sweep and otherwise clean the pavement.
9. Perform snow and ice control.

CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B."

State's Responsibilities (Controlled Access)

1. Maintain the traveled surface of the through lanes, ramps, and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.
2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist and assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads in undeveloped areas.
3. Sweep and otherwise clean the through lanes, ramps, separation structures or roadways and frontage roads.
4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and grade separation structures or roadways.
5. Except as provided under "General Conditions" in paragraph 5, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. This includes school safety devices, school crosswalks and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.
6. Install, operate and maintain traffic signals at ramps and frontage road intersections unless covered by a separate agreement.
7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

City's Responsibilities (Controlled Access)

1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances/resolutions and taking other appropriate action in addition to full compliance with current laws on parking.
2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance/resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
4. Pass necessary ordinances/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.
5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph 5 under "State's Responsibilities") and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph 5).

TERMINATION

All obligations of the State created herein to maintain and operate the State highways covered by this agreement shall terminate if and when such highways cease to be officially on the State highway system; and further, should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, in accordance with Chapter 311 of the Texas Transportation Code. The State shall retain all maintenance responsibilities on controlled access State highways in accordance with the provisions of Chapter 203 of the Texas Transportation Code and 23 United States Code Section 116.

Said State assumption of maintenance and operations shall be effective the date of execution of this agreement by the Texas Department of Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Dripping Springs

on the 13 day of October, 2020, and the Texas Department of Transportation, on the ____ day of _____, 20____.

ATTEST:

Andrea Cunningham

CITY OF Dripping Springs

BY Bill Foulds Jr.

(Bill Foulds Jr., Mayor)



THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

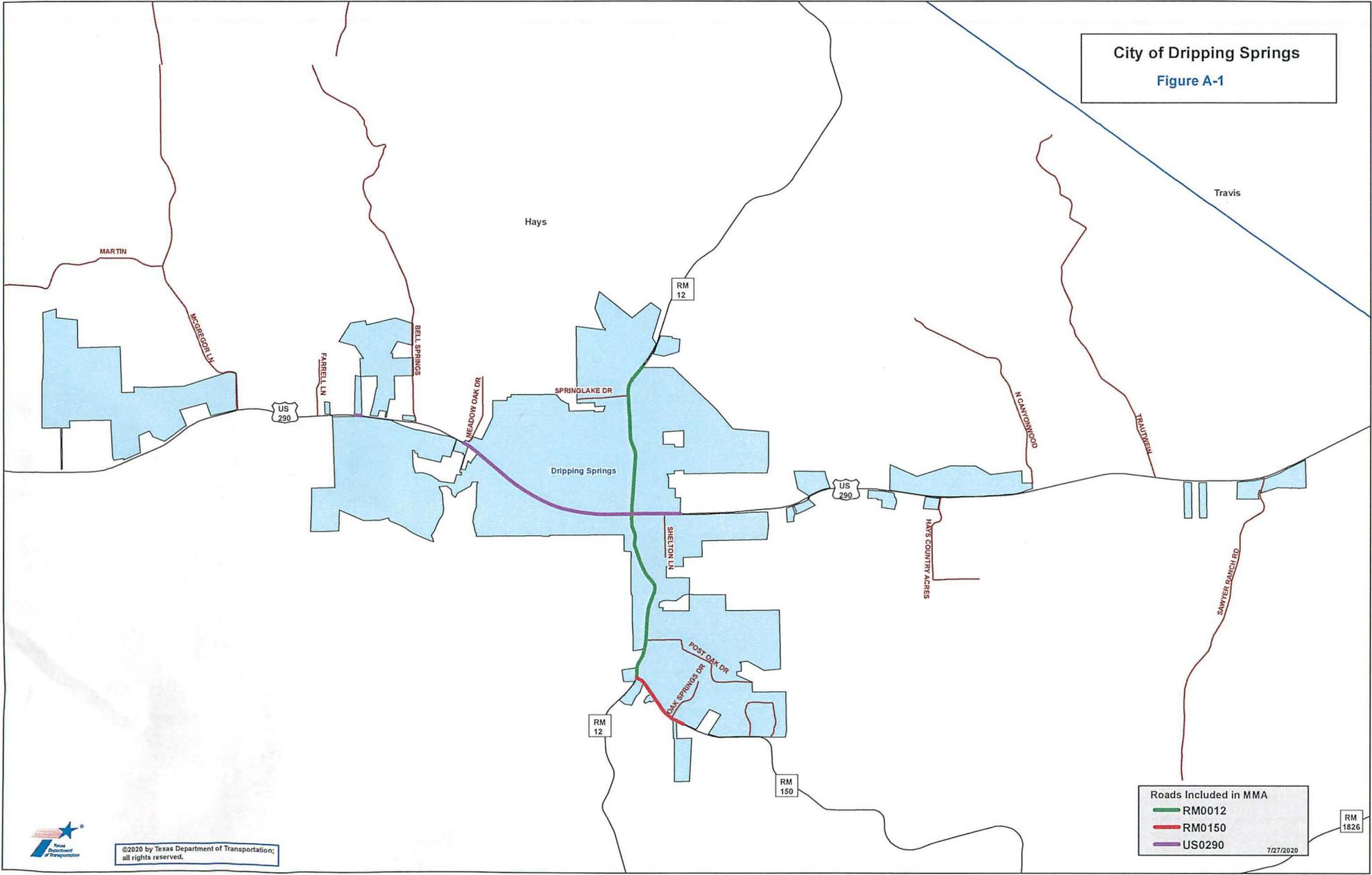
BY Tucker Ferguson
(District Engineer)

Austin District - AUS - 14 District

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For more information, call 512/416-3048.

NOTE: To be executed in duplicate and supported by Municipal Maintenance Ordinance/Resolution and City Secretary Certificate.

EXHIBIT A				
TABLE 1				
NON - CONTROLLED ACCESS HIGHWAYS				
(See Figure A-1)				
ROADWAY	BTRM	ETRM	Description of Limits	
US 290			From W. City Limits to E. City Limits	
RM 150	444+1.303	448+.506		
RM 12			From W. City Limits to E. City Limits	
Maintenance Activity/Facility-Type			Responsibility	
			State	City
Traffic control signs and pavement striping/markings, highway routing signs.			X	
All pavement base and surface maintenance, repair, reconstruction, and resurfacing.			X	
All bridge maintenance, repair, reconstruction, and resurfacing.			X	
Assist with snow and ice control to supplement City resources when requested by the City and if State resources are available.			X	
Assist with vegetation management, including tree trimming, herbicide, wildflower establishment.			X	
Assist with mowing, sweeping, cleaning, debris removal, and litter control to supplement City resources when requested by the City and if State resources are available.			X	
All pedestrian and bicycle assets including pedestrian bridges, pedestrian rail, sidewalks, curb ramps, shared use path, bike lanes, bikeways or trails.				X
All maintenance and clean-up associated with local enforcement of ordinances, such as but not limited homeless encampments, graffiti, roadside vendors, or no parking areas				X
Traffic signals including all maintenance, repair, and improvement of all assets required to operate signalized intersections per signal agreement			X	
All illuminations maintenance and repair for all assets, including electric service, per illumination agreement				X
Drainage facilities outside of normal highway right-of-way.				X
All duties not specifically delineated as being State's responsibility.				X





STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Aaron Reed, Public Works Director

Council Meeting Date: 07/18/2023

Agenda Item Wording: Discuss and Consider Approval of a Lease Agreement with AUC Group, LLC. for a Wastewater Plant Expansion at Arrowhead Ranch

Agenda Item Requestor: Aaron Reed

Summary/Background: In May of 2023, the City Council approved the assignment of the lease of a 55,000 gallon per day wastewater plant from Arrowhead Ranch to the City of Dripping Springs. The plant was already operating at greater than 90% capacity, so the City needs to expand the plant per TCEQ rules. This lease agreement will provide the equipment to expand the plant to 125,000 gallons per day.

The cost to lease the plant is \$15,530 monthly (\$186,360 annually) for 60 months. After 60 months the City has the option to purchase the plant for \$435,428.00 or continue leasing the plant at a reduced rate of \$9,700.00 monthly (\$116,400 annually).

There are additional items that will need to be budgeted in FY24 for the plant (Ground storage tank, drip fields, concrete, electric, etc.).

Commission Recommendations:

Recommended Council Actions: Staff recommends approval.

Attachments:

Next Steps/Schedule:



Contract Cover Sheet

Contract Number	<p style="text-align: center;">AUC20230718</p> <p><i>Use first three letters of contractor and date of approval. Ex: contract approved for HDR on Jan.18, 2022 the Contract number is HDR20220118. If administratively approved, use the date the contract is submitted to the city signator.</i></p>
Contractor with Contact Information	<p>Company: AUC Group LLC POC: Dave Carrington</p>
	<p>Address: 1800 Augusta Drive, Ste. 108 Houston, Texas 77057</p>
	<p>Phone Number: 713-983-3255</p>
Effective Date	July 18, 2023
Termination Date	July 18, 2028
Renewal/ Termination Notice Date	
Bid/Quotes/ Budgeted	Quote- \$15,530.00 per month Budgeted
Department	Public Works/Utilities
Reporting Requirements	<p>Insurance Certificate: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NA</p>
	<p>Conflict Disclosure: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NA</p>
	<p>1295 Reporting: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NA</p>
	<p>Other Reporting Requirements:</p>
Council Meeting Date (if applicable)	July 18, 2023

CITY OF DRIPPING SPRINGS

EQUIPMENT LEASE AGREEMENT

FOR

**PHASE II EXPANSION TO 0.125 MGD AT THE
ARROWHEAD RANCH WASTEWATER TREATMENT PLANT**

July 2023

AUC Group, LLC

EQUIPMENT LEASE AGREEMENT

This EQUIPMENT LEASE AGREEMENT (“Agreement”), made this ___ day of _____, 2023 (“Effective Date”), is entered into by and between **AUC Group, LLC**, a Delaware limited liability company with its principal place of business in Houston, Texas (the “Lessor”), and **City of Dripping Springs**, a political subdivision of the State of Texas (the “Lessee”).

SECTION 1 – LEASED PROPERTY

Subject to the terms and conditions of this Agreement, Lessor will construct, install and lease a wastewater treatment plant at the facilities owned by Lessee and located at 2303 West Highway 290, Dripping Springs, Hays County, TX 78620 (“Lessee’s Facility”), and Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the equipment listed on **Exhibit A** attached hereto and incorporated herein by reference (hereinafter referred to as the “Leased Property”).

SECTION 2 – DELIVERY, INSTALLATION, ACCESS AND SUBSTANTIAL COMPLETION

The Lessor shall cause the Leased Property to be delivered, unloaded, assembled, and installed on Lessee’s Facility. Lessee hereby grants to Lessor a full and unrestricted right of entry and access (including all weather access) to Lessee’s Facility for the purposes set forth in this Agreement. Lessor shall be responsible for the work set forth on **Exhibit B** attached and incorporated herein by reference (the “Lessor’s Work”). Lessor’s Work shall be considered complete once Lessor’s Work is substantially complete in accordance with the scope of Lessor’s Work, which may occur before final engineer certification and commencement of operations (“Substantial Completion”). Lessor’s engineer (“Lessor’s Engineer”) will certify Substantial Completion of Lessor’s Work by written notice to Lessee. Lessee may engage an engineer (the “Lessee’s Engineer”), at its cost, to inspect the Leased Property and confirm Substantial Completion, which confirmation shall be provided within five (5) days following Lessor’s Engineer’s certification being delivered to Lessee. Notwithstanding the foregoing, Lessor and Lessee expressly agree that neither Lessor’s Engineer, Lessee or Lessee’s Engineer may (i) point to or rely upon the fact that work that must be completed by others that is not part of Lessor’s Work, including, without limitation, providing permanent electrical service and/or power to Lessee’s Facility, or (ii) rely upon the fact that a portion of Lessor’s Work cannot be completed or finished as a result of work that must be completed by others that is not part of Lessor’s Work (i.e., if Lessor has completed all of Lessor’s Work except for a portion of Lessor’s Work that requires the ability to tie Lessor’s Work into power lines or a power pole that has not yet been installed at Lessee’s Facility) in order to avoid a determination that Lessor’s Work has achieved Substantial Completion. For example, if Lessee has not, for any reason, provided permanent electrical service power, or utility power poles, by the time that Lessor’s Work is completed that failure shall not be considered in making the determination, since such obligation is not included in Lessor’s Work, even if Lessor has not been able to conduct start-up testing or commence operations, due to the failure of such work to be done. Following a determination of Substantial Completion (or deemed Substantial Completion) prior to Final Completion, the parties agree that the Leased Property must still thereafter pass final testing and be functioning in a reasonably acceptable manner before final completion is certified by Lessor’s Engineer and confirmed in writing by Lessee’s Engineer (“Final Completion”). Lessee’s Engineer’s interim confirmation of Substantial Completion or

Final Completion, as applicable, of Lessor's Work will not be unreasonably withheld, conditioned or delayed. Failure to timely provide such confirmation in accordance with this Agreement will constitute a default by Lessee under this Agreement and Substantial Completion and/or Final Completion of Lessor's Work will be deemed to have occurred.

During the term of this Agreement, the Leased Property shall not be removed from the place of its initial installation without the prior written consent of Lessor. Lessee shall at all reasonable times and from time to time allow Lessor, by or through any of its officers, agents or attorneys, to examine and inspect the Leased Property.

SECTION 3 - TERM

The term of this Agreement shall commence on the date set forth in the commencement letter from Lessor to Lessee, which shall be the date of Substantial Completion (the "Commencement Date") and shall remain in effect for sixty (60) months thereafter unless earlier terminated pursuant to the terms hereof (the "Initial Term"). Upon the Commencement Date, Lessee shall begin to make the Lease Payments (as hereinafter defined) to Lessor. The Initial Term shall automatically be extended and shall continue under the same terms and conditions for successive one (1) year periods (each, a "Renewal Term") until such a time as Lessor terminates this Lease or Lessee exercises a Purchase Option (as hereinafter defined). The Initial Term and any Renewal Terms shall be collectively referred to herein as the "Term".

SECTION 4 - PAYMENTS AND PURCHASE OPTION

Lessee agrees to pay Lessor the lease payments set forth on **Exhibit C** attached hereto and incorporated herein by reference (the "Lease Payments") for the use of the Leased Property during the Initial Term and any Renewal Term of the Lease. Each Lease Payment is due and payable to Lessor on the first (1st) day of each month, in advance, and shall be made to the office of the Lessor as set forth in Section 17 (Payments and Notices). The first and last month's Lease Payments, as detailed on **Exhibit C**, are due upon the Effective Date.

In addition, Lessee shall pay to Lessor the amount of the installation fees set forth on **Exhibit C**, if any.

Upon no less than sixty (60) days written notice to Lessor prior to the expiration of the then current Term of the Lease, and only after the expiration of the Initial Term, Lessee shall have the option to purchase all or a portion of the Leased Property from Lessor, free and clear of all liens and encumbrances, in "As-Is, Where-Is" condition, upon the terms and conditions set forth in **Exhibit D** attached hereto and incorporated herein by reference (the "Purchase Option"). Lessor agrees to execute customary conveyance documents reasonably satisfactory to Lessor and Lessee if Lessee exercises the Purchase Option. Notwithstanding the foregoing, in no event shall Lessee be entitled to exercise the Purchase Option if Lessee is in default of its obligations hereunder.

Notwithstanding the Lease Payments set forth on **Exhibit C** or otherwise agreed upon by the Parties, in the event that the necessary site preparations are not substantially completed within ninety (90) days after the Effective Date, Lessor and Lessee shall negotiate in good faith to account for proposed increases in any quoted installation payments and/or Lease Payments if costs to perform such installation materially increase following such ninety (90) day period, provided such

costs are reasonable and documented by Lessor and compliance with applicable laws and regulations (including Section 49.273 of the Texas Water Code) may be retained.

SECTION 5 - TITLE TO LEASED PROPERTY; LIENS AND ENCUMBRANCES

The Leased Property shall at all times be and remain the sole and exclusive property of Lessor, and Lessee shall have no right of property therein, but only the right to use the Leased Property upon the terms and conditions herein contained, subject to the Purchase Option contemplated in Section 4. It is expressly agreed that the Leased Property shall be considered and remain personal property even though it may be attached or affixed to real estate. Lessee will not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, lease, sublease, security interest, restriction, covenant or claim of any kind or nature whatsoever (any of the foregoing, a "Lien") on or with respect to any piece of Leased Property, Lessor's title thereto or any interest therein. Lessee will promptly, at its own expense, take such action as may be necessary duly to discharge any such Lien, other than this Agreement, and Lessee shall keep each piece of Leased Property free from all Liens asserted by any persons. Lessee shall immediately advise Lessor regarding any notice of any claim, lien, levy, or legal process issued against the Leased Property. If Lessee shall fail to discharge any Lien filed against the Leased Property within sixty (60) days after the filing of same, Lessor may take any actions necessary to discharge said Lien and any costs and expenses incurred by Lessor, including, without limitation, reasonable attorneys', shall be added to the next monthly Lease Payment for reimbursement. Lessor is hereby authorized to file, in any jurisdiction deemed appropriate by Lessor, any UCC financing statements naming Lessor as secured party or lessor and naming Lessee as debtor or lessee, with a collateral description that includes all equipment now or hereafter leased by Lessor to Lessee and any proceeds and products thereof (including insurance proceeds). If the Leased Property is attached or affixed to real estate which is owned by any other person or entity other than Lessee or which is subject to a mortgage, Lessee shall obtain and deliver to Lessor a consent and waiver from the landlord or such mortgagee, as the case may be, in a form acceptable to Lessor which shall prohibit landlord from claiming a security interest in the Leased Property, and which shall permit Lessor to remove the Leased Property from said real estate at any time during the term of, or after the expiration of, this Agreement. Lessor may display notice of its ownership of the Leased Property by affixing to each item of equipment an identifying stencil or plate or other indication of ownership and Lessee agrees that it will not remove, deface or obliterate any such notice.

SECTION 6 – REMOVAL OR ALTERATION OF LEASED PROPERTY

Lessee shall not, without the prior written consent of Lessor, remove or relinquish possession of the Leased Property nor shall Lessee make any alteration or improvement in the Leased Property without having first obtained Lessor's prior written consent. Any alterations or improvements to the Leased Property shall be the property of Lessor. The Leased Property shall at all times be stored and located at Lessee's Facility.

SECTION 7 – LATE CHARGE

If any Lease Payment is not paid within thirty (30) days after the due date, Lessee shall pay to Lessor a later charge of five percent (5%) of the outstanding amount of the Lease Payment.

SECTION 8 – LESSOR’S WARRANTIES

The Lessor covenants and agrees as follows:

- a) The Lessor has or will have by the date of beginning its delivery of the Leased Property, title to the Leased Property, free and clear of all liens and encumbrances, excepting only the lien for current taxes not yet due and the lien or liens securing only the purchase money mortgage of the Leased Property or financing secured by this Agreement.
- b) The Leased Property shall be constructed to meet the current applicable TCEQ design criteria.
- c) The Lessor shall undertake any reasonable action requested by Lessee to enforce any and all warranties or guarantees to which Lessor is entitled on the Leased Property or assign such warranties or guarantees to Lessee.
- d) The Lessor warrants and guarantees that the Leased Property is and will be free from defects in materials and workmanship for twelve (12) months from Final Completion, so long as the Agreement remains in effect.
- e) Lessor shall have no obligation with respect the operation and maintenance of the Leased Property following Final Completion.

SECTION 9 – LESSEE’S WARRANTIES

The Lessee covenants and agrees as follows:

- a) The Lessee is a political subdivision of the State of Texas, duly organized and existing under the Constitution and laws of the State of Texas with full power and authority to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- b) Lessee has duly authorized the execution and delivery of this Agreement by proper action of its governing body at a meeting duly called, convened and attended by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement.
- c) Lessee knows of no event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, a Lessee Event of Default (as hereinafter defined) as of the Effective Date.

SECTION 10 - OPERATION AND MAINTENANCE; RETURN OF LEASED PROPERTY

Lessee shall comply with and conform to all municipal, state, and federal laws relating to the operation of the Leased Property and shall ensure that the Leased Property is operated by competent and qualified personnel. Lessee shall maintain, at its own cost and expense, the Leased Property in good condition and running order at all times during the term of this Agreement. During the Term, Lessee shall be solely responsible for and pay any and all costs or expenses associated with the maintenance, repair and storage of the Leased Property, except for any

maintenance or repair costs that fall within the scope of the 12-month warranty provided by Lessor pursuant to Section 8(d) hereof.

Upon the expiration or earlier termination of this Agreement, Lessee shall surrender the Leased Property to Lessor in good and satisfactory condition, normal wear and tear excepted. Thereafter, Lessor shall, at its sole cost and expense, remove the Leased Property from Lessee's Facility within ninety (90) days after the Leased Property is surrendered to Lessor. Notwithstanding the foregoing, Lessee shall be responsible for dewatering and cleaning of the Leased Property prior to its removal by Lessor. If Lessee fails to surrender the Leased Property upon the expiration or earlier termination of this Agreement, Lessee shall defend and indemnify Lessor from all liability and expenses resulting from the delay or failure to surrender.

If the Leased Property is not removed within the ninety (90) day period, Lessee may consider the Leased Property abandoned and may dispose of the Leased Property in any manner at Lessor's expense, which shall be reimbursed to Lessee within thirty (30) days after delivery of an invoice thereof. This paragraph shall not apply at any time after Lessee purchases the Leased Property.

SECTION 11 - RISK OF LOSS AND INSURANCE

- a) Lessee's Insurance: Upon Substantial Completion, Lessee shall furnish Lessor with a certificate(s) of insurance, and copies of policy endorsements, showing compliance with the insurance requirements set forth below. Lessee shall purchase and maintain the following liability coverage policies at all times with respect to the Leased Property and its operations.
 - i. Property and equipment breakdown liability coverage naming Lessor and its assigns as loss payee and insuring the Leased Property against loss or damage on a Special Causes of Loss policy form, including, but not limited to, loss caused by windstorm, terrorism, flood, tidal surge, earthquake, and sinkhole. Such insurance shall provide a property damage coverage limit equal to the replacement cost of the Leased Property and a business interruption limit equal to one year of Lease Payments.
 - ii. Commercial general liability coverage naming Lessor and its assigns as additional insured and providing a limit of not less than \$3,000,000 per occurrence. Such insurance shall cover liability arising from the premises and operations of the Leased Property and liability assumed under an insured contract. The additional liability coverage provided to Lessor shall apply as primary liability coverage with respect to any other liability coverage or self-insurance programs afforded to Lessor.
 - iii. Pollution legal liability coverage in an amount not less than \$2,000,000 per occurrence and providing coverage for third-party bodily injury and property damage claims, as well as coverage for cleanup costs, resulting

from a pollution condition or event arising out of the operation of the Leased Property.

- iv. Workers compensation and employers liability coverage in such amounts and as otherwise required by the laws of the State of Texas.
- b) Lessor's Insurance: During the unloading, assembly and installation of the Leased Property, Lessor shall purchase and maintain the following insurance policies until Substantial Completion has been achieved:
- i. Property insurance covering damage to the Leased Property while being unloaded, stored, assembled, erected or in transit at or around the job site.
 - ii. Commercial general liability insurance naming Lessee and its assigns as additional insured and providing a limit of not less than \$3,000,000 per occurrence. The additional insured coverage provided to Lessee shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Lessor.
 - iii. Workers compensation and employers liability insurance in such amounts and as otherwise required by the laws of the State of Texas.
- c) Waiver of Subrogation: Lessee and Lessor hereby waive any recovery rights for damages against each other (including their employees, officers, directors, agents, or representatives) for loss, damage and injury to the extent the loss, damage or injury is covered by the insurance coverage required in this Section 11.
- d) Deductible and Self-Insured Retentions (SIRs): The Lessee shall be responsible for paying any deductibles or SIRs applicable to covered claims under any of the insurance policies required to be purchased and maintained by Lessee. Lessor shall be responsible for paying any deductibles or SIRs applicable to covered claims under any of the liability policies required to be purchased and maintained by Lessor.
- e) Financial Rating of Insurers: Lessee and Lessor shall purchase the required liability coverage from insurers/companies authorized to do business in the State of Texas and endeavor to secure insurance from a company having a financial strength rating by A.M. Best Company of A- or better rating, but in no instance less than "B+".
- f) Risk of Loss: Except as otherwise provided in this Section, Lessee shall bear the risk of any loss or damage to the Leased Property and all component parts thereof from any cause whatsoever, whether or not covered by insurance, unless the loss or damage is caused by the gross negligence, intentional act or willful misconduct of Lessor. In the event the Leased Property is destroyed, stolen or damaged beyond repair, Lessee shall forthwith pay to Lessor the replacement value of the Leased Property immediately prior to such destruction, theft or damage less (a) the salvage value, if any, of the Leased Property and (b) the insurance proceeds actually

received by Lessor because of such destruction, theft or damage. Notwithstanding any damage to the Leased Property, the Lease Payments shall continue to be paid by Lessee.

SECTION 12 - ASSIGNMENT AND SUBLEASE

Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Lessee shall not sublease the Leased Property without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed. In the event of any such assignment pursuant to this Section 12, the relevant assignee shall thereupon acquire all of the rights, obligations, and remedies possessed by or available to the relevant assignor and shall execute an acknowledgment agreeing to be bound by the terms and conditions of this Agreement. Notwithstanding the foregoing, Lessee shall have the ability to freely assign this Agreement to an entity that controls, is controlled by, or is under common control with Lessee, or (if the Agreement is entered into on behalf of a developing municipal utility district or similar special district (“MUD”)), the MUD that the developer enters into a contract in connection with the organization of the MUD. Notwithstanding any assignment or sublease of Lessee hereunder, Lessee shall remain liable to Lessor for all obligations of Lessee under this Agreement.

SECTION 13 - EVENTS OF DEFAULT

- a) Lessee Events of Default: The following events shall be deemed to be events of default by the Lessee under this Agreement (each, a “Lessee Event of Default”):
- i. The Lessee fails to pay any Lease Payments during the Term and such failure shall continue for a period of thirty (30) days;
 - ii. The Lessee fails to comply with any other material term, provision or covenants of this Agreement and does not cure such failure within sixty (60) days after written notice thereof by the Lessor to Lessee;
 - iii. Lessee abandons the Leased Property;
 - iv. Any right or interest of Lessee under this Agreement is subjected to attachment, execution or other levy or seizure under legal process, if not released within thirty (30) days;
 - v. An assignment by Lessee for the benefit of creditors or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee bankrupt, unless with respect to an involuntary petition only, such petition is discharged within thirty (30) days;
 - vi. Lessee dissolves; or
 - vii. A receiver is appointed to take possession of Lessee’s property or of Lessee’s interest in the Leased Property.

- b) Remedies of Lessor upon Lessee Default: Upon the occurrence of any such Lessee Event of Default, in addition to any other rights afforded to Lessor by Law, the Lessor shall have the following rights:
- i. terminate this Agreement and Lessee's right to possession of the Leased Property;
 - ii. the right to retake and retain the Leased Property, with or without terminating this Agreement by written notice to Lessee, and to recover from Lessee all costs of recovery, including without limitation, reasonable attorneys' fees, repair costs and other related expenses;
 - iii. file a lien against Lessee's Facility to the extent of any unpaid amounts owing under this Agreement; and
 - iv. seek a deficiency judgment against Lessee and seek reimbursement in an amount equal to all past due amounts of Lease Payments owed by the Lessee and any late payment penalties indicated on **Exhibit C** as limited by Government Code Section 271.153.

Lessor's rights hereunder shall be cumulative and non-exclusive. No waiver of any Lessee Event of Default shall constitute a waiver of any other breach or default by Lessee. The subsequent acceptance of a Lease Payment shall not constitute a waiver of an Event of Default by Lessor.

- c) Lessee Documentation Requirements: Lessee hereby represents and warrants that any financing arrangement impacted by the obligations of this Agreement is and shall be subordinated to the reimbursement obligations of Lessor in Section 13(b)(iv).
- d) Lessor Events of Default; Remedies of Less upon Lessor Default: In the event that the Lessor fails to comply with any material term, provision or covenant of this Agreement and does not cure such failure within sixty (60) days after written notice thereof by the Lessee to the Lessor, the Lessee shall have the right to either suspend payment of Lease Payments to Lessee until such default is cured or otherwise terminate this Agreement and exercise any of its rights hereunder, or otherwise available at law or in equity.
- e) Lessor Mortgage or Lender Defaults: In the event the Lessor receives any notice of default under its purchase money mortgage or another item which could create a lien on the Leased Property, Lessor shall promptly provide Lessee with a copy of such notice of default. If Lessor fails to make such payments, together with any interest or penalty, required to be paid in connection therewith, the Lessee shall have the right to make such payments, which may be deducted by the Lessee from any Lease Payments thereafter becoming due hereunder; provided, however, that the Lessee shall not be authorized or empowered to make any payment under the terms of this Section 13(e) unless the item paid is superior to the Lessee's interest hereunder. Lessor warrants to Lessee that it shall make all such payments timely,

and LESSOR AGREES TO INDEMNIFY AND DEFEND LESSEE AGAINST ANY AND ALL THIRD-PARTY CLAIMS FOR NON-PAYMENT OF WORK, MATERIAL, LABOR AND/OR EQUIPMENT PROVIDED BY OR THROUGH LESSOR, AND/OR SUITS BROUGHT AGAINST LESSEE IN ANY WAY ARISING OUT OF LESSOR'S FAILURE TO PAY ITS SUBCONTRACTORS OR OTHERS FOR WORK RELATED TO THE LEASED PROPERTY (INCLUDING WITHOUT LIMITATION, REASONABLE LEGAL FEES AND COURT COSTS).

SECTION 14 – ENVIRONMENTAL MATTERS

a) The Parties hereby acknowledge that emerging contaminants, such as per- and polyfluoroalkyl substances (“PFAS”), MTBE and other Hazardous Materials that are not regulated by the United States Environmental Protection Agency (“EPA”) or state environmental agencies or health department but for which EPA or state agencies have issued a health or public safety advisory or guidance (“Emerging Contaminants”) may be present in municipal sewage and water which is collected by the Lessee and treated by the Leased Property. Lessee represents that it will make any available information regarding the constituents and Hazardous Materials in the sewage and water to be treated by the Leased Property available to Lessor upon reasonable notice. Lessee shall immediately notify Lessor of any Hazardous Materials of which Lessee becomes aware during the term of this Agreement that may cause damage to the Leased Property or result in a violation of Environmental Laws or discharge of a Hazardous Material or Emerging Contaminant into surface water or a source of drinking water. In no event shall Lessor be liable to Lessee for any Hazardous Materials located at Lessee’s Facility or for any other environmental matters unless caused by Lessor’s intentional acts, gross negligence or willful misconduct.

b) Lessor or Lessee may be required to notify the appropriate governmental authorities of the discovery of certain types of Hazardous Material in sewage and water collected by Lessee and that is treated and discharged through the Leased Property. Lessor and Lessee will, at all times, alert each other when they believe a discharge, release, bypass or other incident requires immediate attention and reporting, prior to reporting to the appropriate authorities. It shall be the responsibility of the Lessee to notify the appropriate federal, state, or local public agencies as required by law, and to disclose in a timely manner any information that may be necessary to prevent any danger to health, safety, or the environment. Nothing in this Agreement is intended to prevent Lessor or Lessee from complying with any Laws in an emergency situation or otherwise.

c) As used herein, “Hazardous Materials” shall mean any substance, whether mixed, commingled or otherwise combined with other substances, materials, or wastes: (i) the presence of which requires investigation, reporting, removal or remediation under any federal, state, or local environmental statute, regulation, permit, authorization, ordinance, rules, or guidance, as they may be amended from time to time (“Environmental Law”); (ii) that is or becomes defined as a “hazardous waste,” “hazardous substance,” “hazardous material,” “extremely hazardous substance,” “radioactive,” “toxic,” “noxious,” “contaminant,” or other type of pollutant or contaminant under any applicable Environmental Law; (iii) that is toxic, reactive, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic, teratogenic, or otherwise hazardous and is or becomes regulated by any applicable Environmental Law; (iv) that is or contains oil, gasoline, diesel fuel, aviation fuel, or other petroleum hydrocarbons, products or derivatives; (v)

that is or contains polychlorinated biphenyls (PCBs), per- and polyfluoroalkyl substances (PFAS), asbestos, radon or urea formaldehyde, gasoline, diesel fuel or other petroleum hydrocarbons (including naturally occurring, man-made petroleum hydrocarbons or distillates), volatile organic compounds, semi-volatile organic compounds; (vi) the presence of which causes or poses or threatens to pose a hazard to the health or safety of any person, to plant or animal life, or to the environment; or (vii) Emerging Contaminants.

SECTION 15 – INDEMNIFICATION; LIMITATION OF LIABILITY

a) TO THE FULLEST EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, LESSEE SHALL APPEAR AND FULLY DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS LESSOR AND ITS MEMBERS, PARTNERS, SHAREHOLDERS, OWNERS, SUBSIDIARIES AND AFFILIATES, AND ANY OF THEIR RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AND AGENTS (COLLECTIVELY “INDEMNITEES”) FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, COSTS, JUDGMENTS, MECHANICS’ LIENS, VIOLATIONS OF ENVIRONMENTAL LAWS, ENVIRONMENTAL INVESTIGATIONS, REMEDIATIONS AND COMPLIANCE COSTS, STOP PAYMENT NOTICES, BOND CLAIMS, PENALTIES, FINES, DAMAGES, BREACHES, LIABILITIES, LOSSES, AND EXPENSES, INCLUDING ANY FEES AND COSTS OF ACCOUNTANTS, ATTORNEYS, EXPERTS, CONSULTANTS OR OTHER PROFESSIONALS, OR INVESTIGATION EXPENSES, LOSSES, OR LIABILITIES IN LAW OR IN EQUITY (COLLECTIVELY “DAMAGE”), ARISING OUT OF OR IN CONNECTION WITH, RESULTING FROM OR RELATED TO, THE INTENTIONAL, WILLFUL OR NEGLIGENT ACTS OF LESSEE RELATED TO THE LEASED PROPERTY, THIS AGREEMENT, THE LEASE BY LESSEE OF THE LEASED PROPERTY, OR THE OWNERSHIP, LEASING, SUBLEASING, POSSESSION, USE, OPERATION, LOCATION, PRESENCE, MAINTENANCE, ALTERATION, MODIFICATION, IMPROVEMENT, SERVICING, REPAIR, EXCHANGE, SUBSTITUTION, REPLACEMENT, OR LOSS OF, OR ANY DAMAGE TO, ANY ITEM OF THE LEASED PROPERTY OR ANY INTEREST THEREIN, OR THE EXECUTION, DELIVERY, FILING, REGISTRATION, RECORDING, PRESENCE, PERFORMANCE OF, ANY PAYMENT UNDER OR THE ENFORCEMENT OF, OR THE CURE OF ANY DEFAULT OR THE EXERCISE OF ANY REMEDY UNDER, THIS AGREEMENT OR ANY OTHER DOCUMENT EXECUTED FROM TIME TO TIME PURSUANT TO THIS AGREEMENT, EXCEPT TO THE EXTENT SUCH DAMAGE IS CAUSED BY AN INDEMNITEES’ NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT, AND FURTHER PROVIDED THAT IN NO EVENT SHALL LESSEE BE LIABLE FOR CONSEQUENTIAL OR INDIRECT DAMAGES IN CONNECTION WITH THE INDEMNIFICATION OBLIGATIONS PRESENT IN THIS SECTION 15(A) EXCEPT TO THE EXTENT SUCH DAMAGE IS CAUSED BY LESSEE’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND SUCH LIABILITY IS OTHERWISE PERMITTED BY THE TEXAS CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS. THE OBLIGATIONS OF THE LESSEE UNDER THIS SECTION 15(A) SHALL REMAIN IN FULL FORCE AND EFFECT NOTWITHSTANDING THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT UNTIL THE EXPIRATION OF THE STATUTE OF LIMITATIONS APPLICABLE TO THIS AGREEMENT.

b) **Limitation of Liability:** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EXCEPT FOR CLAIMS BASED ON LESSOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR THIRD-PARTY CLAIMS COVERED BY LESSOR'S INDEMNIFICATION OBLIGATIONS, LESSOR SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INDIRECT DAMAGE OR LOSS ARISING FROM, RELATING TO OR IN CONNECTION WITH THE LEASED PROPERTY AND/OR LESSOR'S PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, REGARDLESS OF FAULT. Lessor shall not be liable for any damages by reason of negligent operation of the Leased Property by Lessee. Notwithstanding anything to the contrary in this Section 15(b), any limitation of liability present in Section 15(b) shall in no way limit any indemnity obligations of Lessor in Section 13, respectively.

SECTION 16 - DISCLAIMER OF WARRANTIES

LESSOR HAS NOT MAKE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITIONS, QUALITY, DURABILITY, SUITABILITY, OR MERCHANTABILITY OF THE LEASED PROPERTY. EXCEPT AS SET FORTH IN THIS AGREEMENT, LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE LEASED PROPERTY, OR DEFECT THEREIN UNLESS CAUSED BY THE INTENTIONAL ACT, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF LESSOR. LESSEE ASSUMES ALL RESPONSIBILITY FOR THE CONDITION OF THE LEASED PROPERTY AND ACCEPTS THE LEASED PROPERTY IN ITS "AS-IS, WHERE-IS" CONDITION.

SECTION 17 – PAYMENTS AND NOTICES

Except as otherwise provided herein, each provision of this Agreement or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice or the making of any payment by the Lessor to the Lessee or with reference to the sending, mailing or delivery of any notice or the making of any payment by Lessee to the Lessor shall be deemed to be complied with, when and if the following steps are taken:

- a) All Lease Payments and other payments required to be made by the Lessee to the Lessor hereunder shall be payable to Lessor at the address herein below set forth, or at such other address as Lessor may specify from time to time by written notice delivered in accordance herewith.
- b) Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered upon actual receipt of the parties hereto at the respective addressed set out opposite their names below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith.

LESSEE: City of Dripping Springs, TX
Attention: Public Works Director
areed@cityofdrippingsprings.com
511 Mercer Street
Dripping Springs, Texas 78620

LESSOR: AUC Group, LLC
contracts@aucgroup.net
1800 Augusta Drive, Ste 108
Houston, Texas 77057

SECTION 18- INTERPRETATION

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context otherwise requires.

SECTION 19 – BINDING EFFECT

The terms, provisions, covenants and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns except as otherwise expressly provided.

SECTION 20 - TAXES

During the Term, Lessee shall be solely responsible for the payment of all applicable taxes (including, without limitation, all property and sales taxes), assessments and licensing and registration fees imposed or levied by any taxing authority or other entity on the Leased Property.

SECTION 21 – GOVERNING LAW

This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based on, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the Texas Constitution and the laws of the State of Texas, including its statutes of limitations.

SECTION 22 – FORUM FOR DISPUTES

The parties agree that should any suit, action or proceeding arising out of this Agreement be instituted by any party hereto (other than a suit, action or proceeding to enforce or realize upon any final court judgment arising out of this Agreement), such suit, action or proceeding shall be instituted only in the county in which Lessee is located. Each of the parties hereto consents to the in personam jurisdiction of any such state or federal court in the county in which Lessee is located and waives any objection to the venue of any suit, action or proceeding.

SECTION 23 – ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified unless in a writing signed by all parties.

SECTION 24 - SEVERABILITY

If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

SECTION 25 - COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute one Agreement.

SECTION 26 – CHAPTER 2271 VERIFICATION

By signing and entering into the Agreement, Lessor verifies, pursuant to Chapter 2271 of the Texas Government Code, that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

SECTION 27 – ANTI-TERRORISM

Each of Lessor and Lessee hereby represents and warrants that at the time of this Agreement neither they, nor any of their respective wholly owned subsidiaries, majority-owned subsidiaries, parent companies or affiliates:

- a) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code; or
- b) is a company listed by the Texas Comptroller pursuant to Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

SECTION 28 – ANTI-CORRUPTION AND TRADE CONTROL

a) Anti-Corruption Terms. To the extent applicable, Lessee, its officers, directors, employees, agents, and any other persons acting on its behalf are in compliance with, and shall continue to comply with, the Foreign Corrupt Practices Act of 1977, as amended (the "FCPA") and any other applicable anti-bribery or anti-corruption laws or regulations. Lessee, its officers, directors, employees, agents, and any other persons acting on its behalf shall not take any action in furtherance of making, offering, promising, or authorizing, directly or indirectly, the payment

or giving of money or anything else of value to any: (i) officer, member, or employee of a state or government-owned business, anyone acting in an official capacity for or on behalf of a governmental agency, instrumentality or institution, a political party official, a candidate to a political or governmental office, members of monarchies or royal families, or any government officer or employee (“Government Official”) for any improper purpose; or (ii) other person or entity while knowing or having reason to believe that some portion or all of the payment or thing of value will be offered, promised, or given, directly or indirectly, to a Government Official for any improper purpose. Lessee shall immediately notify Lessor in writing if subsequent developments cause the statements in this section to be inaccurate or incomplete.

b) Trade Control Terms: sanctions and export controls. To the extent applicable, Lessee, its officers, directors, employees, and any individuals or entities (“persons”) acting on its behalf shall at all times comply with all sanctions and export control laws, regulations, and orders, which may be administered and enforced from time to time by the U.S. Government (including but not limited to the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), the U.S. Department of Commerce’s Bureau of Industry and Security, and the U.S. Department of State), as well as by any relevant sanctions or export control authority of a jurisdiction where the parties to this Agreement operate (collectively, “Trade Control Laws”). Lessee, its officers, directors, employees and any persons acting on its behalf (i) are not, and (ii) are not owned or controlled directly or indirectly by: (a) persons that are the target of any Trade Control Laws, including but not limited to persons that are identified on the OFAC Specially Designated Nationals and Blocked Persons List, persons meeting the definition of the Government of Venezuela, or (b) persons located, organized, or resident in Venezuela or in any country or region that is the target of any U.S. comprehensive sanctions (including currently Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the Donetsk People’s Republic, and the Luhansk People’s Republic together “Sanctioned Countries”). In the performance of this Agreement, Lessee shall not directly or indirectly export, re-export, transfer, or import commodities, software, technology, or services (i) to or from any person located in or acting on behalf of a person located in Venezuela or in any Sanctioned Country, or (ii) in any other manner that would result in a violation of any Trade Control Laws, including U.S. sanctions and export control laws, by any person. Lessee shall immediately notify Lessor in writing if subsequent developments cause the statements in this Section to be inaccurate or incomplete.

SECTION 29 – ANTI - BOYCOTT OF ENERGY COMPANIES VERIFICATION

By signing and entering into this Agreement, Lessor verifies, pursuant Chapter 2274 (as added by Senate Bill 13, 87th Legislature Regular Session) of the Texas Government Code, it is a Company that does not boycott energy companies and will not boycott energy companies during the term of this Agreement. For purposes of this paragraph, “boycott energy company” has the meaning assigned by Section 809.001, Texas Government Code. For purposes of this paragraph, “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

SECTION 30 - ANTI-DISCRIMINATION OF FIREARM ENTITY OR FIREARM TRADE ASSOCIATION VERIFICATION

By signing and entering into this Agreement, Lessor verifies, pursuant to Chapter 2274 (as added by Senate Bill 19, 87th Legislature Regular Session) of the Texas Government Code, that it is a Company that does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the Term of this Agreement against a firearm entity or firearm trade association. For purposes of this paragraph, “discriminate against a firearm entity or firearm trade association” has the meaning assigned by Section 2274.001(3), Texas Government Code. For purposes of this paragraph, “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit. The term does not include a sole proprietorship.

SECTION 31 – WAIVER OF CHAPTER 2272 CLAIMS PROCEDURES

The Parties mutually agree that Chapter 2272 of Subtitle F, Title 10, of the Texas Government Code (“Chapter 2272”), shall not apply to this Agreement, and waive any application of Chapter 2272 to this Agreement.

[Signatures follow]

EXECUTED this ____ day of _____, 2023.

AUC GROUP, LLC

Signature

Title

Print Name

CITY OF DRIPPING SPRINGS

Signature

Title

Print Name

Exhibit A
Leased Property

Wastewater treatment plant expansion to 125,000 gallons per day average daily flow constructed per AUC Standards.

1. (1) Aeration Basin
2. (1) Aeration/Digester Basin
3. (1) Clarifier
4. (1) CL2 Basin
5. (1) Manual Bar Screen
6. RAS, WAS, Scum, and Decant Air Lifts
7. (Lot) Air Diffuser Assemblies with Course Bubble Diffusers
8. (5) Positive Displacement Blowers with Combination Motor Starters
9. Flow Measuring System
10. (Lot) Access Bridges and Stairs
11. Interconnecting Piping
12. Coatings
13. Modifications to Existing Plant
14. Modifications to Existing Sodium Hypochlorite Chlorination System

Exhibit B

Scope of Work

1. Preparation of submittals.
2. Deliver, offload and set all equipment on accessible foundation(s). **Foundations to be provided by others.**
3. (1) 19'-6"Ø x 12'-2" tall Clarifier, with internals, access bridge, components, drive unit with torque monitoring device, and local control panel.
 - a. **Clarifier panel shipped loose for installation by others.**
 - b. Sand and grout.
4. (1) 24-ft x 12-ft x 12'-2" tall Aeration Basin. The tank will include:
 - a. (1) Partition wall along the length of the aeration basin to provide (2) aeration compartments.
 - b. (Lot) 2-inch AUC-SP2 diffusers with drop pipes and ball valves.
 - c. (2) 3-inch tank drain nozzles with gate valves.
5. (1) 52-ft x 12-ft x 12'-2" tall combination Aeration/Digester Basin. The tank will include:
 - a. (1) Partition wall between the aeration and digester compartments.
 - b. (Lot) 2-inch AUC-SP2 diffusers with drop pipes and ball valves.
 - c. (2) 3-inch tank drain nozzles with gate valves.
 - d. (1) 3-inch sludge draw-off with quick-disconnect.
 - e. (1) 3-inch adjustable decant arm airlift.
6. (1) 12-ft x 6-ft x 10'-2" tall Chlorine Contact Basin. Basin shall include baffle walls, v-notch weir, mixing device, diffuser drop assemblies, and drains with gate valves.
 - a. Effluent nozzle at wall. **Outfall piping from flange on the tank shall be by others.**
7. Above-ground, interconnecting valves, piping, fittings, and appurtenances, limited to aeration transfer lines, clarifier influent/mixed liquor piping, clarifier effluent line, airlift discharge lines, and air piping from blowers to Aeration, Digester, and C12 Basins.
 - a. (Lot) miscellaneous supply lines to air lifts.
 - b. Pipe supports as necessary. **Concrete pads/pedestals for pipe supports by others.**
 - c. **NPW piping, including hose bibbs to new plant shall be by others.**
8. Airlift Pumps, including RAS/WAS, scum, and decants.
9. (1) Manual bar screen and flow splitter box, with influent force main nozzle. **Force main piping to nozzle at box shall be by others.**
10. Modifications to existing sodium hypochlorite disinfection system, including (1) new metering pump and integration of new pump with existing system. One pump shall be dedicated to each C12 Basin with a common standby.
 - a. **Chlorine solution piping from building to injection point shall be by others.**
11. Flow measuring equipment, including flow meter, chart recorder, staff gauge and transducer.
 - a. Recalibration and re-ranging of the existing flow meter.
12. (5) Positive Displacement Blowers with blower accessories, including blower discharge header and valves, enclosures, and control panels.

- a. **Local blower panels to be shipped loose for installation by others.**
 - b. **Blower equipment pad foundation to be provided by others.**
13. (1) Access stairs with handrail and treads. **Concrete stair landing pad shall be provided by others.**
 14. (Lot) Air bridges with grating, handrail, and kick plates.
 15. (Lot) interconnecting access bridges with grating, handrail, and kick plates.
 16. Modifications to existing plant, including:
 - a. Installation of aeration transfer line from new partitioned Aeration Basin to existing Aeration Basin.
 - b. Re-routing of existing 4" RAS line from existing plant to the new Aeration Basin.
 - c. Modifications to handrails of existing air bridge to accommodate interconnecting access bridge from new plant.
 17. Coatings and corrosion protection of items furnished by AUC.
 18. All fasteners for items provided by AUC.
 19. Electrical service is assumed to be single-phase, 240V.
 20. AUC will provide O & M manuals and start-up services for equipment provided.
 21. Freight allowed to your accessible jobsite. All of the items will be offloaded by AUC.
 22. Guarantee is two years from date of acceptance, not to exceed 30 months from date of shipment, and shall be limited to defects in materials and workmanship.

Exclusions:

1. All-weather access, including tree trimming, for delivery of all equipment and for the duration of the installation of the wastewater treatment plant.
2. All items not specifically listed above.
3. Any and all site work.
4. Permits, bonds, taxes or fees.
5. All tank foundations, including subgrade stabilization, fill, and sub-base for foundations.
6. All concrete pads for equipment, blowers, pipe supports, and stair landings.
7. Site leveling, grading, pavement and access, fencing, pipe bollards or any other site work not specifically identified in the scope.
8. Expansion and modifications to the effluent disposal system, including storage.
9. All electrical work, including installation of panels and wiring and conduit from to panels, devices, disconnects, and motors.
10. Emergency backup power, transformer, MCC, autodialer system, tank and area lighting, electrical service and any other electrical work not identified above.
11. Geotechnical report, soil borings, survey and site plan (to be furnished by Owner).
12. Water to fill and test the plant or seed sludge.
13. Any and all underground piping.
14. Yard piping, force main, potable water, NPW water lines, hose bibs, chlorine solution lines, drain lines, etc. unless specifically noted above.
15. Cold-weather protection, including insulation, heat tracing and/or aluminum jacketing.
16. Any other item not specifically described herein or in above scope of work.

OWNER AGREES TO PROVIDE STABLE ALL WEATHER ACCESS TO AN ACCESSIBLE WASTEWATER TREATMENT PLANT FOUNDATION FOR DELIVERY OF ALL EQUIPMENT AND BASINS, INCLUDING ACCESS FOR THE DURATION OF THE INSTALLATION OF THE WASTEWATER TREATMENT PLANT EQUIPMENT. OWNER SHALL PROVIDE A CLEAR, STABLE & LEVEL WORK AREA OF AT LEAST 25 FEET WIDE AROUND THE PERIPHERY OF THE WWTP FOUNDATION DURING THE INSTALLATION PROCESS. THE SITE AND ACCESS SHALL BE CAPABLE OF SUPPORTING A CRANE WITH LIFTING CAPACITY OF 100 TONS. ANY FILL OR GRADING NECESSARY TO ACCOMPLISH THIS IS THE RESPONSIBILITY OF THE OWNER.

Exhibit C
Monthly Payments

Lease payments shall be as follows:

- Initial term (Months 1 to 60): \$15,530.00 per month
- Renewal term: \$9,700.00 per month

First and last month's rent due upon Effective Date shall be \$31,060.00.

Exhibit D
Purchase Option

(1) 60 months after commencement of Lease Term	\$435,428.00
(2) 66 months after commencement of Lease Term	\$402,541.00
(3) 72 months after commencement of Lease Term	\$367,630.00
(4) 78 months after commencement of Lease Term	\$330,572.00
(5) 84 months after commencement of Lease Term	\$291,235.00
(6) 90 months after commencement of Lease Term	\$249,477.00
(7) 96 months after commencement of Lease Term or anytime thereafter	\$205,150.00

Exhibit E

Leased Property Design Criteria

Current design criteria set forth in Title 30, Chapter 217 of the Texas Administrative Code Commission on Environmental Quality ("TCEQ") for domestic sewage to produce an effluent of 10 mg/l BOD₅ and 15 mg/l TSS at 2-hour peak flow of 4Q.

EAST INTERCEPTOR AGREEMENT

This East Interceptor Agreement (“Agreement”) is between the City of Dripping Springs, a Type A General Law City located in Hays County, Texas (the “City”) and Dripping Springs Partners, LLC, a Texas limited liability company (“DSP”) North DSP, LLC, a Texas limited liability company (“North”). Collectively, the City, DSP and North, are referred to herein as the “Parties.” DSP and North are jointly referred to herein as the “Developer”.

RECITALS:

- A. DSP owns property in Hays County, Texas (the “Village Gove”) and North owns property in Hays County, Texas (Gateway Village”) (Village Grove and Gateway Village are jointly herein referred to as the “Developments”). The Developments are or will be within the boundaries of the Dripping Springs Municipal Utility District No. 1, a Texas water district operating pursuant to Chapters 49 and 54 of the Texas Water Code (“DSMUD”) and will be served by the City with wastewater pursuant to the Utility Agreements described below.
- B. The City intends to construct a wastewater transmission line from a point North of Highway 290 to its wastewater treatment plant located south of FM 150 in Hays County, Texas (“City Plant”). This line is referred to as the “East Interceptor” and the approximate alignment of the East Interceptor (subject to revision) is currently identified at Exhibit A.
- C. DSP and North intend that customers at the Developments will utilize the East Interceptor to send waste from the Developments to the City Plant for treatment and disposal.
- D. The City plans on building the East Interceptor from the connection point shown on Exhibit A to the City WWTP (“Connection Point”). The City also plans on using the East Interceptor to serve the Developments as well as to serve other land.
- E. The City has entered into a Wastewater Utility Service and Fee Agreement with North with an effective date of April 18, 2023. The City entered into Wastewater Utility Service and Fee Agreements with DSP with an effective date of June 21, 2022. The agreements are incorporated herein by reference and are hereafter jointly referred to as the “Utility Agreements”.
- F. DSP and North desire to connect wastewater lines within the boundaries of DSMUD to the East Interceptor.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties agree as follows:

1. Except for the construction of the wastewater infrastructure connecting to the East Interceptor, this Agreement does not modify the Utility Agreements. This Agreement does not modify or affect any agreements between DSP and DSMUD or North and DSMUD.

2. The City has agreed to construct at its cost the East Interceptor from the Connection Point to the City WWTP and will provide wastewater service to the Developments in accordance with the Utility Agreements.
3. DSP and North will provide to the City (at no cost to the City) easements necessary for all wastewater facilities, equipment or related improvements necessary to serve the Developments between the structures on the Developments and the Connection Point (“Developer Lines”) as shown on the map attached hereto as Exhibit B. The easements must be in the form set-forth in the Utility Agreements or as otherwise approved by the City.
4. The City, in its sole discretion, shall elect within ninety (90) days after the date hereof:
 - (i.) to construct the Developer Lines. If the City elects to construct the Developer Lines, North shall pay to the City a sum of money equal to the cost of constructing the Developer Lines consisting of an eight inch sewer line at the time that the City lets the contracts for the construction; or
 - (ii.) to allow North to construct the Developer Lines. If the City elects to allow North to construct the Developer Lines, North agrees to construct the Developer Lines in accordance with and subject to the requirements identified in the Utility Agreements, including, but not limited to, the requirement that they are constructed with a construction warranty and guarantee. Additionally, if the City desires that the Developer Lines should be oversized to accommodate other land that is not the subject of this Agreement, North will construct the Developer Lines to the size specified by the City and the City will pay the incremental costs associated with such oversizing (including, but not limited to, additional cost of the pipes, excavation, and drilling or boring). The City will owe to North those incremental costs and will thereafter reimburse North these incremental costs as follows:
 - (A) if the City determines that it is permitted to request draws from the City’s loan from TWDB (the “Loan”) to reimburse North, the City will obtain draws from the Loan sufficient to reimburse North for the incremental costs and deliver to North such funds. If the City determines that TWDB allows the reimbursement to North, prior to construction, North shall require its contractor performing the work to meet all of the related federal requirements in the solicitation, contract terms, and reimbursement requests and such other requirements of the Texas Water Development Board (“TWDB”); or
 - (B) If the TWDB loan proceeds are unavailable to the City for reimbursement to North, then at the same time that impact fees are collected, the City will collect from the builder of each structure a “Reimbursement Fee” for each LUE within Gateway Village a sum of \$3,000.00 and the amount collected will be used to reimburse North for the oversizing (and North will be entitled to the full amount collected, but also such reimbursement will not exceed the amount collected,

such that any overage will inure to the benefit of North and any shortage will be borne by North).

5. Upon construction and connection of the Developer Lines, and acceptance by the City, the easements and Developer Lines will be conveyed to the City.
6. Developer shall pay City all of the City Engineer's fees (plus a 20% administrative fee mark-up) for City Engineer review of plans or specifications, and for City Engineer inspections and consultation during the construction phase(s) and final inspections. Such payment is due within 60 days of receipt from the City of its invoice.
7. This Agreement must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Hays County, Texas and hereby submit to the jurisdiction of the courts of Hays County, and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.
8. Developer agrees to pay the City's reasonably necessary engineering and legal fees incurred to prepare, negotiate, implement, interpret, or amend this Agreement. The City is entitled to reimbursement of such fees plus a 20% administrative charge.
9. This Agreement may be executed in counterparts.
10. The Effective Date of this Agreement is April 18, 2023

[signature page follows]

City of Dripping Springs, Texas

Bill Foulds, Jr.

Bill Foulds, Jr., Mayor

April 25, 2023

Date

Attest:

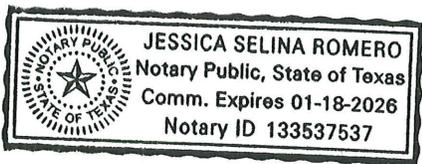
Andrea Cunningham

Andrea Cunningham, City Secretary



STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on *0425.23*, 2023, by **Bill Foulds, Jr.**, Mayor of the City of Dripping Springs, Texas general laws municipality, on behalf of said municipality.



[Signature]

Notary Public, State of Texas

^{DSP}
North DSP, LLC
a Texas limited liability company



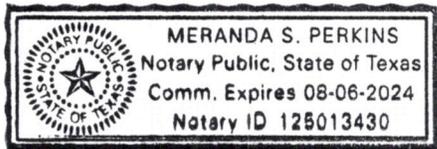
Matthew Scrivener, Manager

5.31.23

Date

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on May 31st, 2023,
by **Matthew Scrivener**, Manager of North DSP, LLC, a Texas limited liability company, on behalf
of said limited liability company.





Notary Public, State of Texas

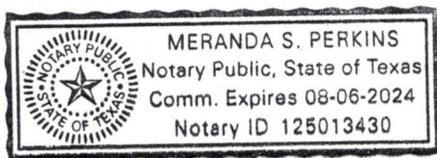
Dripping Springs Partners, LLC
a Texas limited liability company

Matthew Scrivener
Matthew Scrivener, Manager

5.31.23
Date

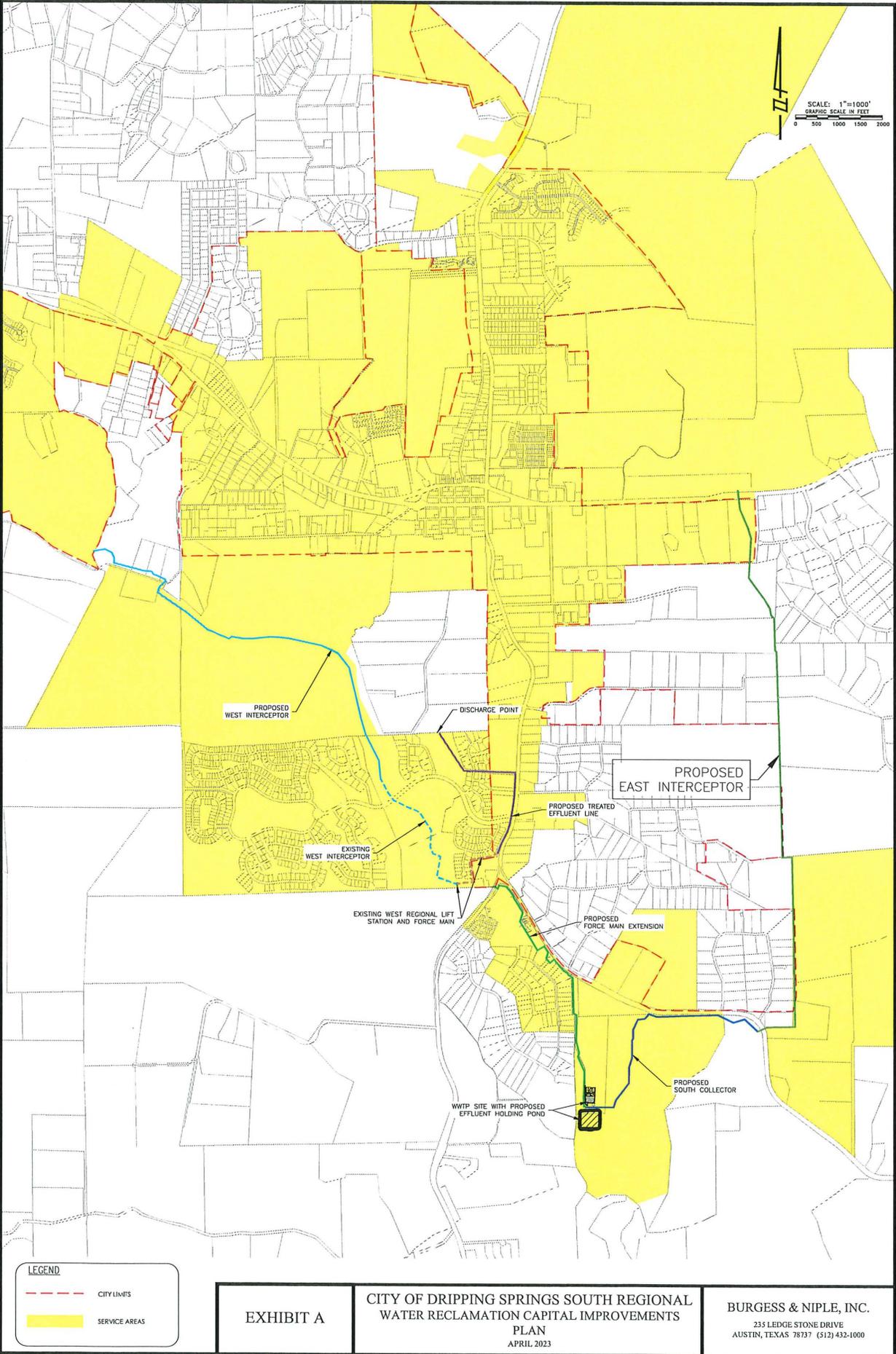
STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on May 31st, 2023,
by **Matthew Scrivener**, Manager of Dripping Springs Partners, LLC, a Texas limited liability
company, on behalf of said limited liability company.



Meranda S Perkins
Notary Public, State of Texas

EXHIBIT A
Connection Point



LEGEND

- CITY LIMITS
- SERVICE AREAS

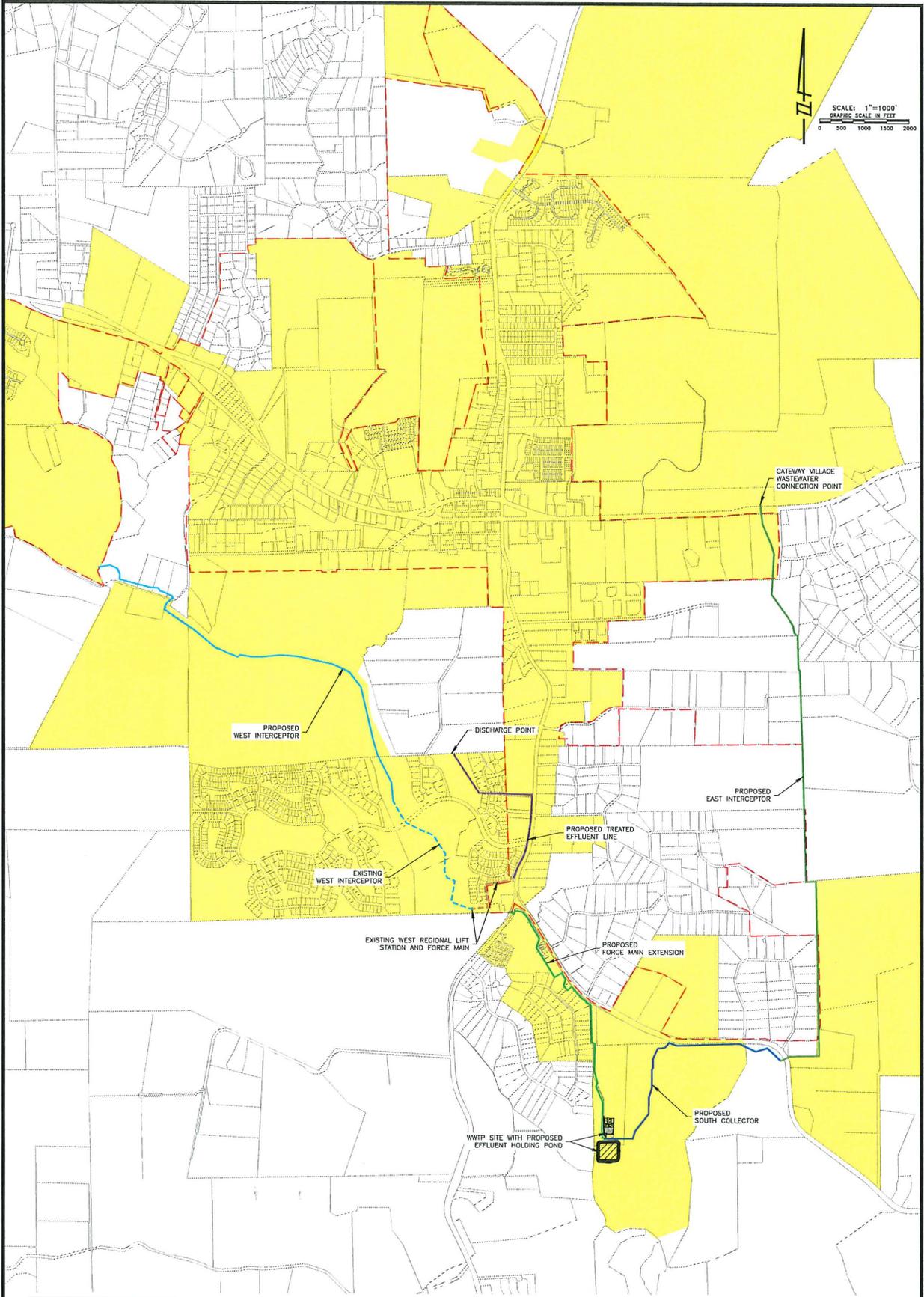
EXHIBIT A

**CITY OF DRIPPING SPRINGS SOUTH REGIONAL
WATER RECLAMATION CAPITAL IMPROVEMENTS
PLAN
APRIL 2023**

BURGESS & NIPLE, INC.
235 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737 (512) 432-1000

dwg - Apr 17, 2023 - 4:13pm - File: R:\1431 City of DS\Conon Ranch-Gateway Wwp\1431-WATER RECLAMATION.dwg

EXHIBIT B
Connection Point



LEGEND

- CITY LIMITS
- SERVICE AREAS

EXHIBIT B

CITY OF DRIPPING SPRINGS SOUTH REGIONAL WATER RECLAMATION CAPITAL IMPROVEMENTS PLAN

APRIL 2023

BURGESS & NIPL, INC.

235 LEDGE STONE DRIVE
 AUSTIN, TEXAS 78737 (512) 432-1000

dwg - Apr 17, 2023 - 4:13pm - File: N:\1431 City of DSD\Garner Ranch-Gateway Village\1431-WATER RECLAMATION.dwg

Subdivision Project Name	City Limits / ETJ	Location	Description	Status
SUB2021-0065 Heritage Phase 2 Final Plat	CL	Sportsplex Drive (Heritage Development)	162 Lots on 69.999 acres, 160 of which are residential with an average lot size of 0.143 acres	Waiting on Resubmittal
SUB2021-0069 Cannon Ranch Ph 1 Construction Plans	CL	Cannon Ranch Road	Development of 122 residential lots with public roadways, utilities, and drainage features.	Approved with conditions
SUB2022-0002 Hays Street Subdivision	CL	102 Bluff Street	Subdivision of 6 residential lots in the Historic District	Under Review
SUB2022-0009 Driftwood Subdivision Phase 3 Preliminary Plat	ETJ	17901 FM 1826	Preliminary Plat for 14 lots: 12 Residential, 1 Commercial, 1 Industrial	Approved with conditions
SUB2022-0012 Driftwood Sub Ph 3 Sec 1 FP	ETJ	17901 FM 1826	Final Plat for 1 Commercial Lot	Waiting for Resubmittal
SUB2022-0013 Driftwood Sub Ph 3 Sec 2 FP	ETJ	17901 FM 1826	FP for 11 single-family residential lots, 1 open space lot, and 1 private street lot on 34.67 acres	Waiting for Resubmittal
SUB2021-0011 Double L Phase 1 Prelim Plat	ETJ	1.5 miles N of US 290 & RR 12	PP for 243 residential units and 1 amenity center	Approval with Conditions
SUB2022-0021 Headwaters at BC Phase 3 CP	ETJ	Intersection of Hazy Hills Loop and Roy Branch Road	Construction Plans	Approved with conditions
SUB2022-0023 Overlook at Bunker Ranch CP	CL	2004 Creek Road	Construction Plans for 12 single family lots with 1 drainage lot	Approved with conditions
SUB2022-0028 Parten Ranch Phase 8	ETJ	End of Bird Hollow near Trickling Brook Road Intersection	90 Lot Subdivision	Approved with conditions
SUB2022-0033 The Ranch at Calterra	ETJ	Premier Park Loop	Preliminary plat of the Carter tract with 243 lots	Approved with conditions
SUB2022-0036 Driftwood Creek FM 150 12 Treated Effluent and 10 Raw Wastewater Force mains Ph I and II	ETJ	FM 150	12 inch treated effluent line and 10 inch wastewater force mains to connect with Dripping Springs WWTP	Approved with conditions
SUB2022-0039 Village Grove Preliminary Plat	CL	Sports Park Rd	Village Grove PDD. This is 112.40 acres including 207 lots, 511 residential units, and 6.82 acres will be commercial	Waiting for Resubmittal
SUB2022-0040 102 S Bluff St CP	CL	Hays st	Construction Plans for 7 lots. Six of which are residential and 1 will be landscaping	Under Review
SUB2022-0041 Hays St Preliminary Plat	CL	Hays st	Preliminary Plat for 7 lots. Six of which are residential and 1 will be landscaping	Under Review
SUB2022-0042 Silver Creek Subdivision	ETJ	Silver Creek Rd	70-acre tract to be developed into a 28 single family lots with access, paving, on-site sewage, water supply well, and an undisturbed open space	Approved with conditions
SUB2022-0043 Howard Ranch Sec 4 Lots 62 & 63 AP	ETJ	590 Cypress Creek Dr	An amending plat to remove a site parking area from the single family lot. This request is by the property owner.	Waiting for Resubmittal
SUB2022-0046 Kali Kate	ETJ	4550 FM 967	City of Dripping Springs and City of Buda Interlocal Agreement	Waiting for Resubmittal
SUB2022-0047 Ariza West 290	ETJ	13900 W US Highway 290	The Final Plat for an apartment complex	Approval with Conditions
SUB2022-0048 Wild Ridge Phase 1 CP	CL	E US 290	Construction plans for phase 1 of Wild Ridge	Waiting for Resubmittal
SUB2022-0049 Serenity Hills	ETJ	1111 HAYS COUNTRY ACRES ROAD	50 Lot subdivision in Dripping Springs ETJ	Approval with conditions
SUB2022-0050 North 40, Section 2, Block B, Lots 1, 2, 29, and 30	CL	28501 RR 12	Amending Plat to combine 4 lots into 1	Waiting for Resubmittal
SUB2022-0052 Village Grove Phase 1 CP	CL	Sports Park Rd	The construction plans for phase 1 of the Village Grove development	Waiting for Resubmittal
SUB2023-0001 Village Grove Phase 2B CP	CL	Sports Park Rd	Residential townhome infrastructure improvements. Construction of 16 Townhome lots and roadways.	Waiting for Resubmittal
SUB2023-0003 The Ranch at Calterra CP	ETJ	Soaring Hill Rd at HC Carter Way	Construction Plans for the Carter tract.	Under Review
SUB2023-0005 Skylight Hills Prelim	ETJ	13001 & 13111 High Sierra	Creating 11 residential lots in the ETJ	Waiting for Resubmittal
SUB2023-0006 Wild Ridge Phase 1 FP	CL	E US 290	Approximately 62.1 acres to include 136 residential lots, roadways, and a commercial lot	Waiting for Resubmittal
SUB2023-0007 Skylight Hills Construction Plans	ETJ	13001 & 13111 High Sierra	Creating the infrastructure of 11 residential lots	Waiting for Resubmittal
SUB2023-0008 Silver Creek Subdivision Construction Plans	ETJ	Silver Creek Rd	29 Single family residential lots with access, paving, OSSF, water supply well, and open space	Waiting for Resubmittal
SUB2023-0012 Springlake Lot 57 Replat	ETJ	100 Oakview Dr	Subdivide the existing tract of land into two newly platted tracts of land.	Waiting for Resubmittal
SUB2023-0011 Big Sky Ranch Phase 3 AP	CL	171 Sue Peak Loop	Amending plat to accommodate builders larger home designs.	Approval with Conditions
SUB2023-0013 WT Chapman, 5th Addition, Lots 1-4 Amending Plat	CL	216 South Bluff St	Dividing 1 lot into 4.	Waiting for Resubmittal
SUB2023-0014 Parten Ranch Phase 8 CP	ETJ	End of Bird Hollow near Trickling Brook Road Intersection	81.03 acres with 87 single family lots and 3 drainage / open space lots and right of way.	Under Review
SUB2023-0016 520 Matzig Replat	ETJ	520 Matzig Cove	Modify drainage easement.	Under Review
SUB2023-0017 Calterra Phase Two Lot 9 Block F Section Seven Replat	ETJ	Peakside Circle	Subdivide single lot into 4 lots.	Waiting for Resubmittal
SUB2023-0018 Cannon Ranch Phase 2 Final Plat	CL	Rushmore Drive at Lone Peak Way	Subdivide into 100 lots.	Under Review
SUB2023-0020 Driftwood Golf and Ranch Club, Phase 4 Final Plat	ETJ	Driftwood Ranch Drive	Subdivide into 20 lots.	Waiting for Resubmittal
SUB2023-0021 Driftwood Golf and Ranch Club Phase Four Subdivision CP	ETJ	Driftwood Ranch Drive	Paving, drainage, water, wastewater subdivision constructions plans.	Approval with Conditions
SUB2023-0022 Cannon Ranch Phase 2 CP	CL	Rushmore Drive at Lone Peak Way	97 single family residential lots and 3 open space lots including construction of public roadways, utilities and storm drain infrastructure.	Waiting for Resubmittal
SUB2023-0023 Re-Subdivision Lot 2, Driftwood 967 Phase One CP	ETJ	FM 967 at FM 1826	Subdivide one large lot into 5 residential lots, 2 commercial lots, 2 open space lots and 2 private streets.	Waiting for Resubmittal
SUB2023-0024 Calterra Phase 5 Section 13 Construction Plans	ETJ	Kelsey Lane	11 single family lots.	Under Review
SUB2023-0025 Calterra Phase 3 Section 10 Preliminary Plat	ETJ	Pointe Du Hoc Loop	22 single family lots and 2 open space lots.	Waiting for Resubmittal
SUB2023-0026 Driftwood Golf and Ranch Club, Phase Two, Block H, Lots 11 and 12 Amending Plat	ETJ	204 Sutton Court	Combining lots 11 and 12 into a single family lot.	Waiting for Resubmittal
SUB2023-0027 Bush Ranch, Phase 1, Lots 1 & 2 Amending Plat	ETJ	235 & 295 Ledge stone Drive	Adjust a common property line.	Under Review
SUB2023-0028 Arrowhead Commercial Final Plat	CL	US Hwy 290 W	Subdividing 6.6 acres as 1 lot.	Under Review
SUB2023-0029 Cortaro Replat with Vacation	CL	548, 524, 498 Cortaro Drive	Remove existing public trail easement.	Under Review
SUB2023-0030 Trailhead Market Parking, Fire Lane & Water Improvements	CL	249 Sportsplex Drive	Construct 16,250 sq. ft. pervious concrete parking lot, two fire hydrants, grading and fire lane striping.	Under Review
SUB2023-0033 Heritage Phase 2 Construction Plans	CL	Sportsplex Drive	165 lots, streets, water, wastewater, grading and water quality improvements,	Under Review
SUB2023-0031 Gateway Village Preliminary Plat	CL	1201 US 290 West	307 lots on 97.44 acres	Under Review

ADMINISTRATIVE APPROVAL PROJECTS				
Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2021-0005 Dripping Springs WWTP Expansion	CL	23127 FM 150 W	Expansion of the Wastewater treatment plant	HOLD
SD2021-0021 RR 12 Commercial Kitchen	CL	28707 RR 12	Commercial kitchen that will support a catering business, no on-site dining is proposed	Approved w/ Conditions
SD2021-0013 Dreamland	ETJ			Waiting on resubmittal
SD2021-0030 Belterra Townhomes	ETJ	Belterra	Seven townhome units with associated parking, sidewalk, utilities, and drainage	Waiting on resubmittal
SD2021-0033 Bell Springs Business Park, Sec 1&2 Rev	ETJ	4955 Bell Springs	A revision for minor adjustments on site layouts, rainwater, and overall drainage & water quality	Waiting on resubmittal
SD2022-0001 Julep Commercial Park	ETJ	Northeast corner of W US 290 and Trautwein Rd	11.27 acre site of mixed-use commercial buildings with supporting driveways, water quality and detention pond, rainwater harvesting, and other utilities	Waiting on resubmittal
SD2022-0010 Wenty's Wine Bar	ETJ	5307 Bell Springs Rd	Wine bar and associated improvements	Waiting on resubmittal
SD2022-0007 Heritage Effluent Line Stage II Extension	CL	511 Mercer Street	Extension of the existing 12" effluent line north along RR12, along with an 8" effluent line that spans from Rob Shelton, across Hwy 290, and north to Heritage Stage 2	Waiting on resubmittal
SD2022-0008 Patriot's Hall Phase 1B	ETJ	231 Patriots Hall Blvd	New Patriot's Hall event building with parking, infrastructure and water quality	Waiting on resubmittal
SD2022-0013 DS Flex Business Park	CL	28513 RR 12	Construction of two shell buildings with accompanying site improvements	Waiting on resubmittal
SD2022-0011 Skybridge Academy	CL	519 Old Fitzhugh Road	Remodel/repurpose of existing historic structures, add new construction to tie together the house and garage with additional parking and revised driveway	Approved w/ Conditions
SD2022-0014 Bell Springs Site Plan (Travis Flake)	ETJ	5307 Bell Springs Rd	Office and Warehouse with drives, parking, waterline connection, and pond	Approved w/ Conditions
SD2022-0016 JWLP Lot 6 Revision 1	CL	249 Sportsplex Drive	Revision to the original site plan	Waiting for resubmittal
SD2022-0018 Office 49	ETJ	241 Frog Pond Lane	The construction of eleven office buildings of varying sizes along with the related paving, grading, drainage, and utility improvements.	Waiting on resubmittal
SD2022-0019 Double L Ranch, Phase 1	ETJ	RR 12	Construction of water, wastewater, drainage and paving improvements for 244 single family lots.	Waiting on resubmittal
SD2022-0020 Merigian Studios	ETJ	105 Daisy Lane	Art studio with driveway, parking, and external structures	Approved w/ Conditions
SD2022-0023 Christian Automotive	ETJ	100 N. Canyonwood Drive	Construction of an approximately 6,000 square feet of light automotive facility	Approved w/ Conditions
SD2022-0024 4400 US 290 SP	ETJ	4400 US 290	7 Commercial Buildings in the ETJ	Waiting on resubmittal
SD2022-0025 Hardy Drive	ETJ	2901 US 290	Construction of a road for the Hardy and Bunker Ranch development to meet fire code	Waiting on resubmittal
SD2022-0027 Sawyer Ranch Lot 3A	CL	13341 W US 290	Lot 3A of the Sawyer Ranch at US 290 development. This consists of commercial buildings with parking, sidewalks, and utilities.	Approved w/ Conditions
SD2022-0029 Headwaters Commercial East Phase 1 SP	CL	Headwaters Blvd.	Development of a preschool with associated utility infrastructure, storm infrastructure, parking lot improvements, and a water quality/detention pond that accounts for future developments	Waiting on resubmittal
SD2022-0031 WHIM Corporate Site Plan	CL	27950 RR12	The construction of the corporate HQ for WHIM along with the site improvements needed and as shown in the site plan.	Waiting on resubmittal
SD2022-0039 Big Sky Ranch WWTP	CL	Sue Peaks Loop	Temporary Wastewater Treatment Plan and subsurface area drip disposal system to serve Big Sky Development	Waiting on resubmittal
SD2022-0041 Dripping Springs Urgent Care	CL	164 Belterra Village Way	Ground up development of an urgent care facility within the Belterra Commercial District	Approved w/ Conditions
SD2022-0042 Suds Brothers Car Wash	CL	610 W Hwy 290	Rapid car wash facility	Under Review
SD2023-0002 Fitzhugh Corners	ETJ	15310 Fitzhugh Road	A 13,908 sq ft building with site improvements	Waiting on resubmittal
SD2023-0004 Austin Ridge Bible Church Revision	ETJ	31330 Ranch Road 12	Removal of the existing old house, the addition of 3 portable buildings and pavilion; additional parking.	Waiting on resubmittal
SD2023-0006 DS Vet Clinic	CL	Cortaro Dr & RR 12	2 Phase Site Development Plan with 3,957sf veterinarian clinic with paving, drainage and utility infrastructure	Waiting for resubmittal
SD2023-0007 Phase 4A Drip Irrigation System Improvements	ETJ	2581 E Hwy 290	The project is Phase 4A of the drip disposal fields and consists of 14.76 acres of drip irrigation fields only.	Approved w/ Conditions
SD2023-0008 102 Rose Drive	CL	102 Rose Dr	Construction of two additional duplexes w/ accompanying site improvements	Waiting on resubmittal
SD2023-0009 Paloma	CL	235 Sports Park Rd	Adding improvements to the site	Waiting on resubmittal
SD2023-0010 Creek Road Horse Farms	CL/ETJ	1225 Creek Rd	Horse training facility with covered riding arena, barn, storage building and open-air riding.	Waiting on resubmittal
SD2023-0011 Amazing Explorers Academy	ETJ	Ledgestone	Daycare facility, including driveways, parking areas; and water, wastewater, and stormwater facilities.	Waiting on resubmittal
SD2023-0012 Ariza 290 West	ETJ	13900 W US Highway 290	Multifamily residential.	Waiting on resubmittal

<i>Ongoing Projects</i>	
Comprehensive Plan	Meetings with DTJ
Cannon Mixed-Use	Pending resubmittal
PDD2023-0001 Madelynn Estates	New PDD
PDD2023-0002 Southern Land	New PDD

In Administrative Completeness	Application Type	Filing Date
SUB2023-0021 Driftwood Golf and Ranch Club Phase Four Subdivision Construction Plans	Resubmittal	17-Jul
SUB2023-0022 Cannon Ranch Phase 2 Construction Plans	Resubmittal	17-Jul
ADMIN2023-46 10 Federal	Site Development	17-Jul
SD2022-0016 JWLP Lot 6 Revision 1	Resubmittal	17-Jul
SUB2023-0013 WT Chapman 5th Addition	Resubmittal	17-Jul
ADMIN2023-43 Lunaroya Subdivision Final Plat	Subdivision	24-Jul
ADMIN2023-45 Parten Ranch Phase 6 & 7 FP	Subdivision	24-Jul
ADMIN2023-40 Silver Creek Hotel	Site Development	24-Jul
ADMIN2023-47 BR Dripping Springs	Site Development	24-Jul
ADMIN2023-48 Caliterra Phase 5 Section 13 Final Plat	Subdivision	24-Jul
ADMIN2023-40 Silver Creek Hotel	Site Development	24-Jul
ADMIN2023-49 AAA Storage CUP	Conditional Use Permit	24-Jul
SD2023-0002 Fitzhugh Corners	Resubmittal	31-Jul
SUB2023-0025 Caliterra Phase 3 Section 10 Preliminary Plat	Resubmittal	7-Aug